



SELECT BOARD CALENDAR 12/20/2022 | REMOTE MEETING

Please click this URL to Register & Find the Information to Join as an Attendee via
your Confirmation Email:

https://brooklinema.zoomgov.com/webinar/register/WN_Ug5N0UwUTUmAPytlzeujaA

- Heather A. Hamilton – Chair
- John VanScoyoc – Vice Chair
- Bernard W. Greene
- Miriam Aschkenasy
- Michael Sandman
- Charles Carey – Town Administrator

To Join by Phone: +1 646 828 7666

Webinar ID: 160 979 6196

To Watch and Comment:
BrooklineInteractive.org/live

1. OPEN SESSION

5:30 PM Question of entering into Executive Session for the purpose of considering the value of an interest in real estate at the property known as 10 Brookline Place, where the Chair has determined that an open meeting may have a detrimental effect on the negotiating position of the Select Board.

2. EXECUTIVE SESSION - VALUE OF REAL PROPERTY

For the purpose of considering the value of an interest in real estate at the property known as 10 Brookline Place

3. ANNOUNCEMENTS/UPDATES

5:45 PM Select Board to announce recent and/or upcoming Events of Community Interest.

4. PUBLIC COMMENT

Public Comment period for residents who requested to speak to the Board regarding Town issues not on the Calendar.

Up to fifteen minutes for public comment shall be scheduled each meeting. Persons wishing to speak may sign up in advance beginning on the Friday preceding the meeting or may sign up in person at the meeting. Speakers will be taken up in the order they sign up. Advance registration is available by calling the Select Board's office at 617-730-2202 or by e-mail at kmacgillivray@brooklinema.gov. The full Policy on Public Comment is available at <http://www.brooklinema.gov/376/Meeting-Policies>

5. MISCELLANEOUS

Approval of miscellaneous items, licenses, vouchers, and contracts.

5.A. Question of approving the meeting minutes from December 13, 2022.

- 5.B. Question of accepting a COMPACT grant in the amount of \$40,000 from the Commonwealth of Massachusetts to be used to update the job descriptions, classification, and pay plan study for employees within the Department of Public Works and authorize the Town Administrator to sign the contract and any associated documents to successfully execute the project.**
- 5.C. Question of accepting a grant awarded to the Brookline Police Department for the FY23 Training Grant from E911 in the amount of 18,979.45 from the Commonwealth of Massachusetts**
- 5.D. Question of awarding and executing contract PW/23-16 "I&I Investigation and Sewer System Rehabilitation Design in Subareas NI-12" with BETA Group, in the amount of \$174,590.00.**
- 5.E. Question of approving a contract with Allegiance Fire and Rescue for a Enforcer 1500 GMP Pumper in the amount in the amount \$734,583.00**
- 5.F. Question of approving the Authorization for Hire request for the Network Services Administrator within the Library Services Department (T10)**
- 5.G Question of approving the Authorization to Hire request for the following positions within the Department of Public Works:**
- Engineering & Transportation Division
Transportation Administrator – T12**
- Parks and Open Space Division
Gardener-Laborer – LN2**
- 5.H Question of approving the Authorization to Hire request from the Recreation Department for a Custodian (MN-5)**
- 5.I. Question of approving six (6) applicants to be hired as Student Officers for the upcoming Cambridge Police Academy:**
- Kelly Pierce
Paul Cannon
Jordan Berkeley
Janibel Brea
Katherine Irizarry
Benjamin Yocum**
- 5.J. Question of approving a user fee for power use at publicly accessible charging stations as required by the MOU between Greenspot and the Town of Brookline**

5.K Question of approving the amendment to the Feasibility Study Agreement to revise section 2.2 of the agreement for the John R. Pierce School in the Town of Brookline. This amendment extends the term of the Town's Feasibility Study Agreement.

5.L. Question of accepting a rebate check in the amount of \$13,750 from National Grid for heating efficiency measures at the Baker School.

5.M Question of approving a Temporary All Alcohol Beverages Sales License to Katelyn Morreale d/b/a The Larz Anderson Auto Museum for a Holiday Party to be held on January 5, 2023 from 6:00PM – 10:00PM at 15 Newton Street. 50 people expected to attend.

5.N. Question of approving a Temporary All Alcohol Beverages Non-Sales License to Glenn Champagne d/b/a The Larz Anderson Auto Museum for a Gala Celebration to be held on January 7, 2023 from 6:00PM – 11:00PM at 15 Newton Street. 50 people expected to attend.

6. **CALENDAR**
Review and potential vote on Calendar Items

7. **AMERICAN RESCUE PLAN ACT UPDATE**

Updated on the American Rescue Plan Act (ARPA) funding from round one and a look ahead at the January round two process presented by Grants Administrator and Budget Analyst Tyler Belisle Toler.

8. **CODE OF CONDUCT PUBLIC HEARING**

6:15 PM Discussion and possible vote on the Code of Conduct as presented by Select Board Member Miriam Aschkenasy and HR Director Ann Braga.

9. **NOISE BY-LAW WAIVER PUBLIC HEARING**

6:30 PM Question of approving a Noise Bylaw Waiver request submitted by Chestnut Hill Realty for work to be done once a month from December 2022 through June 2023 for concrete pours related to the Puddingstone Project at Hancock Village

10. **WARRANT ARTICLE PUBLIC HEARING**

7:00 PM Review and possible vote on the following Warrant Article for the 2023 January Special Town Meeting:
Warrant Article 1 – Stretch Energy Code
Warrant Article 2 – Ballot Question

11. NEWBURY PROPERTY DISCUSSION

Discussion on the proposed short term usage of the Newbury property and a possible vote on the charge for the Newbury Planning Committee.

12. APPOINTMENT OF COMMITTEE OF SEVEN

Question of appointing members to serve on a Committee of Seven as required under Article 3.7 of the Town By-Laws for the Fire Station project.

**John F. Sullivan, Fire Chief
Patricia A. Cripe, FF and Local 950 Vice President
David A. Randolph, Deputy Chief**

The nominees from the Building Commission: Karen Breslawski, George Cole and Nathan Peck.

Select Board Member to be appointed

Question of appointing members to serve on a Committee of Seven as required under Article 3.7 of the Town By-Laws for the Police Department locker room improvements project:

**Deputy Superintendent Mike Murphy
Lieutenant Derek Hayes
Sergeant Cheryl Molloy**

Building Commission members- Janet Fierman, George Cole and Nathan Peck.

Select Board member to be appointed

13. BOARDS AND COMMISSIONS - APPOINTMENTS

The following candidates for appointment/reappointment to Boards and Commissions:

Planning Board

The Town of Brookline does not discriminate on the basis of disability in admission to, access to, or operation of its programs, services, or activities. The Town of Brookline does not discriminate on the basis of disability in its hiring or employment practices. This notice is provided as required by Title II of the Americans with Disabilities Act (ADA) and by Section 504 of the Rehabilitation Act of 1973. Questions, complaints, or requests for additional information may be sent to Sarah Kaplan, Community Relations Specialist and ADA / Section 504 Coordinator. Persons with disabilities who need either auxiliary aids and services for effective communication, written materials in alternative formats, or reasonable modifications in policies and procedures in order to access programs and activities of the Town of Brookline are invited to make their needs and preferences known to the ADA Coordinator. This notice is available in alternative formats from the ADA Coordinator.



MINUTES
SELECT BOARD

12/13/2022 | 6:00 PM
Remote meeting via zoom

Present: Select Board Member, Heather Hamilton, Select Board Member, Bernard W. Greene, Select Board Member, John VanScoyoc, Select Board Member, Miriam Aschkenasy, Select Board member, Michael Sandman

ANNOUNCEMENTS/UPDATES

Congratulations: The American Planning Association - Massachusetts Chapter (APA-MA) Awards Committee has selected Jesse Geller, Brookline Zoning Board of Appeals Chair to receive the 2022 Citizen Planner Award T for being awarded 2022 Citizen Planner Award

The ARPA committee will meet this Friday

December 21, 2022, Brookline Health Department will hold a flu vaccine clinic at Pierce Street clinic open to all aged 5-64

The Athletic Field Task Force report is close to completion

A thorough report on Article 26, town recreation programs, has been completed by the assigned task force, a report well worth reading

PUBLIC COMMENT

No speakers

MISCELLANEOUS

Question of approving the meeting minutes from December 8, 2022.

On motion it was,

Voted to approve the minutes from December 8, 2022 as amended

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

GRANT

Question of accepting a grant from the State 911 Department Support and Incentive Grant program in the amount of \$248,276.00 to cover personnel costs.

On motion it was,

Voted to accepting a grant from the State 911 Department Support and Incentive Grant program in the amount of \$248,276.00 to cover personnel costs.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

5.A.

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Temporary All Alcohol Beverages Non-Sales

Question of approving a Temporary All Alcohol Beverages Non-Sales License to Selam Kiflom d/b/a The Larz Anderson Auto Museum for a Holiday Party to be held on December 14, 2022 from 2:00PM – 6:00PM at 15 Newton Street. 75 people expected to attend.

On motion it was,

Voted to approve a Temporary All Alcohol Beverages Non-Sales License to Selam Kiflom d/b/a The Larz Anderson Auto Museum for a Holiday Party to be held on December 14, 2022 from 2:00PM – 6:00PM at 15 Newton Street. 75 people expected to attend

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Question of approving a Temporary All Alcohol Beverages Sales License to Rebecca Hall d/b/a The Larz Anderson Auto Museum for a Holiday Party to be held on December 16, 2022 from 6:00PM – 10:00PM at 15 Newton Street. 65 people expected to attend.

On motion it was,

Voted to approve a Temporary All Alcohol Beverages Sales License to Rebecca Hall d/b/a The Larz Anderson Auto Museum for a Holiday Party to be held on December 16, 2022 from 6:00PM – 10:00PM at 15 Newton Street. 65 people expected to attend.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

CHANGE IN D/B/A

Question of approving the application for a change in D/B/A from Edmond & Co. LLC. d/b/a Drink Me to Edmond & Co. LLC. d/b/a Esmail's Cafe at 1298 Beacon Street.

On motion it was,

Voted to approve the application for a change in D/B/A from Edmond & Co. LLC. d/b/a Drink Me to Edmond & Co. LLC. d/b/a Esmail's Cafe at 1298 Beacon Street.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

ENTERTAINMENT LICENSE CHANGE

Question of approving the amendment of an entertainment license for Temptation Café d/b/a Temptation Cafe for Live Entertainment consisting of Instruments (Bass, upright and electric keyboard, guitar, and sax) and Vocalist on Thursday, Friday and Saturday from 7:00pm – 11:00pm at 1350 Beacon Street

Applicant Nassib Lufti sought to upgrade their entertainment license to play live music. He would like to try it and see if it works. He reviewed that the units upstairs are offices and usually vacant in the evening. This in an attempt to capture some business and provide a welcoming place to hear live music.

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On motion it was,

Voted to approve the amendment of an entertainment license for Temptation Café d/b/a Temptation Cafe for Live Entertainment consisting of Instruments (Bass, upright and electric keyboard, guitar, and sax) and Vocalist on Thursday, Friday and Saturday from 7:00pm – 11:00pm at 1350 Beacon Street
Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

LINKAGE FEE PRESENTATION

Presentation and possible vote on proceeding with a nexus study exploring a commercial linkage fee program at the estimated cost of \$50,000 from the Housing Trust Fund as recommended by the Housing Advisory Board.

Economic Planner, Victor Panek provided a presentation.

What are linkage fees

- A fee imposed on a non-residential development for the purpose of supporting affordable housing and/or job training
- Fees are levied as \$\$ per square foot
- Linkage fee programs can include:
 - Threshold square footage
 - Variable rate for different uses
 - Variable rate for location
 - Linkage fees are a type of impact fees

Main components:

- Rate: Fee per square foot of non-residential space
- Threshold: Square footage below which a building/project is not subject to linkage fees
- Variable rates: If rate/threshold should vary by use, location, project size
- Allocation of Funds: What are the funds used for? Housing, jobs training programs, etc.

All these elements are typically discussed in Nexus Studies and then decided on by the municipality.

Key reasons to support linkage fees:

- Predictability: Linkage fees provide a consistent and predictable source of funds for affordable housing (and job training). Predictable for Town and developers
- Significant Source of Funds: ~\$6 million annually since 1990 for Boston, ~\$6.4 million annually since 2015 for Cambridge
- Theoretically Justified: Non-residential development *does* attract workers and impact housing availability/affordability

Recommended process overview:

Planning staff recommends the following overall process:

1. Establish staff working group to include EDAB and HAB members (November-December 2022)
2. Nexus Study conducted by consultant (January-July 2023)

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3. Town Meeting Part 1 and Home Rule petition (Fall 2023)
4. Town Meeting Part 2: Adoption of linkage fee by-law (Fall 2024?)

Nexus Study:

- Issue Request For Proposals (RFP) for consultant
- Budget of ~\$50,000
- Timeline of 5-6 months
- Consultant would check in with Working Group at each stage of research

Discussion:

Board member Greene would like the Select Board to be engaged in the process.

The board offered having a Select Board member on the working group, or receiving periodic presentations from the working group

Town Administrator Carey added that Victor is recommending developing a process to figure out what would work best. We have small businesses that we don't want to have impacted by over regulation or over taxation, and then we have large businesses too, and large-scale commercial development; we need to think through how we could creatively build out a process that is Brookline specific.

Board member VanScoyoc wondered if it would be worth asking ourselves if we were to choose between this method of getting more money from our commercial tax base or going higher in the shift.

Board member Sandman added the consultant could take a look to see if there are any barriers that could be removed. We are hopefully headed towards rewriting zoning, but that's a very long-term process, and if we're done with that in five years, we'll be lucky. But in the meantime, it seems to me like that should be part of the conversation about this.

Chair Hamilton likes that the core linkage directly assigns a cost to the externalities that happen once a development like this goes into place. An example, if a development went on Route 9 we would then negotiate for the roadway improvements, and maybe sidewalk improvements, and what have you to link into the municipal services that that development would probably put on the public infrastructure. Chair Hamilton added that it is frustrating that we can't negotiate linkage fees with the T; many developments are locating close to the MBTA line here in Brookline.

The supported moving forward with this initiative.

Update from State Representative Tommy Vitolo provided a recap:

Representative Vitolo reviewed an Article in the 2019 Town Meeting on fossil fuel that passed at Town Meeting restricting the installation of fossil fuel infrastructure inside new and deeply renovated buildings essentially prohibits the use of fossil fuel for heating space for hot water with some important exemptions. The Attorney General's office ruled that the article was inconsistent with the Massachusetts General Law in three different places.

He and Representative Khan from Newton filed an amendment to the House roadmap Climate Bill, that called for a municipal opt-in, specialized stretched energy code to be promulgated by the State.

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The next step in the process, which is that individual municipalities may opt in through their legislative branch, through their town meeting or their city council to adopt the specialized stretch energy code which would install more stringent requirements with respect to energy use to new construction and deep renovations. This does not reach into existing homes and require any changes, this is about new construction.

Mr. Vitolo requested a Special Town meeting in January to adopt the legislation.

Board member Aschkenasy asked why this could not be added to the May Town Meeting.

The board will discuss this at their meeting Thursday December 15., 2022.

RECOMMENDATION FOR FINAL COMMITMENT FOR 108 CENTRE STREET PROJECT

Vote to approve a final commitment of \$4,000,050 to Hebrew SeniorLife, Inc., for their project at 108 Centre Street based on the recommendation and vote of the Housing Advisory Board on November 30, 2022.

Roger Blood, Chair of the Brookline Advisory Board (HAB) reviewed that the costs for the Hebrew Senior Life project has increased significantly with rising interest rates. The final project number is higher. The recommendation is for the town to provide an additional \$675k, adding to the total combination of Housing Trust Funds and Federal funds for the final commitment of \$4,000,050.

Deborah Morse, representing Hebrew Senior Life, thanked the planning staff for their work to further this project. She provided a review of the building design, a senior housing design fully accessible to the community. A vacant Victorian building will be demolished and replaced with an affordable senior housing development.

Hebrew Senior Life is seeking funds of \$675k and bringing in additional equity, all formerly and finally committed and secured; this is our final ask for this project to move forward. She added that construction and interest rates have increased. Their contractor is holding the price until March 2022 so it was reiterated that this request is time sensitive.

Board member VanScoyoc noted the Senior Center is benefitting from the connection to the new property, adding the Senior Center needs some updating and anything that can result in parallel improvements as a result of this project is encouraged.

Town Administrator Carey acknowledged that the Senior Center rents out parking spaces from Hebrew Senior Life at a minimal price and asked if they would be amendable in exchange to committing to 8 spaces for a set term of years and not have an expired MOU, at the current price of \$35.00 a spot per month.

James Brown, Hebrew Senior Life responded that the reality is we need to vote tonight and he is feeling the pressure of holding up the vote due to the contract of the expired \$35.00 a parking spot. Mr. Brown agreed to five parking spaces at the \$35.00 per month rate for five years. It was noted the other three spaces could be negotiated.

5.A.

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On motion it was,

Voted approve a final commitment of \$4,000,050 to Hebrew SeniorLife, Inc., for their project at 108 Centre Street based on the recommendation and vote of the Housing Advisory Board on November 30, 2022.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

MARIJUANA RETAIL AND MEDICAL LICENSE RENEWALS PUBLIC HEARING

Review of the renewal application and license conditions pertaining to the Marijuana Retail License held by Comm Ave Canna, Inc. - 1030 Commonwealth Ave., 2nd Floor.

Review of the renewal application and license conditions pertaining to the Marijuana Retail License held by Mission Cannabis, 1024B Commonwealth Ave.

Review of the renewal application and license conditions pertaining to the Marijuana Retail License held by Sanctuary Medicinals, 1351 Beacon Street.

Review of the renewal application and license conditions pertaining to the Marijuana Retail and Medical Marijuana Treatment Center Licenses held by New England Treatment Access, LLC (NETA), 160 Washington Street.

1. Comm Ave Canna, Inc. - 1030 Commonwealth Ave., 2nd Floor.

Devon Fields, Assistant Town Administrator, reviewed that Comm Ave Canna has not yet opened and she has been in communication with their team. They will be ready to open in January/February and will schedule the site review. The town did receive their renewal application and their payment is complete. The construction process slowed down their opening; they will be back before the Board next month for approval for their opening process.

Public hearing: no speakers

On motion it was,

Voted to renewal application and license conditions pertaining to the Marijuana Retail License held by Comm Ave Canna, Inc. - 1030 Commonwealth Ave., 2nd Floor.

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

2. Mission Cannabis, 1024B Commonwealth Ave

Attorney Jennifer Dopazo Gilbert announced that the renewal application has been submitted and some information on Transportation Demand Management Plan is being completed. That is the one document that is outstanding.

Public hearing: no speakers

5.A.

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On motion it was,

Voted to renewal application and license conditions pertaining to the Marijuana Retail License held by Mission Cannabis, 1024B Commonwealth Ave.

*Conditional upon the submittal of the required transportation documents

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

3. Sanctuary Medicinals, 1351 Beacon Street

Attorney Jeffrey Allen reviewed that things went well this past year, no issues with overcrowding, lines, traffic or disturbances. He spoke briefly on their mentorship program in an effort to draw in minorities to make this a career and succeed in a management role. They also had a community meeting which had no attendees.

Board member Greene noted the mentoring program and none of them graduated.

David Kimmel, Mission, replied that the mentees we were working with had the understanding that after two months they should be in management and/or ownership positions. There was a misunderstanding of the concept of working on a career path and moving up the ladder. This dishearten many in the mentoring program who decided not to complete the program. He has had some internal conversations on how to adjust the expectation of these mentees; they are excited on the future and tweaked the program for the 2023 season.

Public hearing: no speakers

On motion it was,

Voted to renewal application and license conditions pertaining to the Marijuana Retail License held by Sanctuary Medicinals, 1351 Beacon Street.

*with the condition that their mode split goals are submitted with the transportation requirements

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

4. New England Treatment Access, LLC (NETA), 160 Washington Street.

Attorney Jennifer Dopazo Gilbert reviewed that things are going smoothly and Neta will be seeking some changes to their license conditions to be considered at a later date.

The board acknowledged that some of the conditions applied years ago may not be warranted any longer. The board did note that some form of community engagement should continue should issues come up.

Public hearing: no speakers

On motion it was,

5.A.

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Voted to renew the application and license conditions pertaining to the Marijuana Retail and Medical Marijuana Treatment Center Licenses held by New England Treatment Access, LLC (NETA), 160 Washington Street.

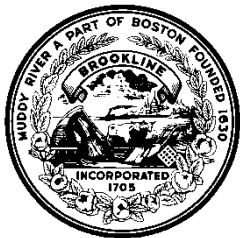
Aye: Heather Hamilton, Bernard Greene, John VanScoyoc, Miriam Aschkenasy, Michael Sandman

Devon Fields provided a brief summary on the process with town staff and the applicants and thanked the applicants for inquiries on best practices. She is working very closely with all of the enforcement departments and asking them to track their time, including how long it took them to review all of these license conditions, and those are the types of things that we'll be taking into consideration, and then presenting you with information on as the Host Community Agreement (HCA) conversations continue, and the license conditions are reviewed.

Town Administrator Carey thanked Ms. Fields for stepping up in the absence of a Marijuana Coordinator, and added we are excited to have these discussions with the license holders. We know the law has changed, but that doesn't necessarily mean that HCAs go away. So, we're going to have an equitable and fair discussion with these vendors to ensure that the costs that are related to the actual cost that we incur for these businesses.

There being no further business the Chair ended the meeting at 825 pm.

ATTEST



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

Memorandum

To: The Select Board
 From: Erin Chute Gallentine, Commissioner of Public Works
 Date: December 12, 2022
 Re: Acceptance of a COMPACT grant in the amount of \$40,000 from the Commonwealth of Massachusetts
 Cc: Chas Carey, Town Administrator
 Melissa Goff, Deputy Town Administrator
 Ann Hess Braga, Personnel Director

The Department of Public Works respectfully requests that the Select Board Accept a Compact Grant from the Commonwealth of Massachusetts in the amount of \$40,000 to update the job descriptions, classification, and pay plan study for employees within the Department of Public Works and authorize the Town Administrator to sign the contract and any associated documents to successfully execute the project.

The Brookline Department of Public Works has approximately 166 full-time positions and 20 part-time or seasonal positions across a Central Administration function and four Divisions: Highway and Sanitation, Engineering and Transportation, Parks and Open Space, and the Water and Sewer Division. Like many in the public works sector across the Commonwealth, the Department is going through significant attrition through retirements, relocation, and post-pandemic resignations. With digital transformation, technology, trade improvements, changes to the fleet, and greater demands from the public, current job descriptions no longer fit the job that the employees are expected to perform and in many cases, neither does the compensation. It is now increasingly difficult to attract not only skilled trades, operators, and labor, but also technical professional staff and senior staff.

The Department has submitted and been selected to receive a grant to study and update the job descriptions, classification and recommended compensation across all functions within the Department of Public Works. Many communities, including Brookline, have currently completed basic salary surveys, but because the job titles and descriptions are so outdated it is difficult to find real meaning in the surveys.

The updated job descriptions will identify the critical functions being performed for each position and reclassify all positions to meet the current needs and requirements of the Department and community. The timing for this full assessment is critical, as we come out of Covid, and re-envision our Public Works Department for the future.

The Commonwealth's standard grant and contract agreement are attached.

5.B. COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: Town of Brookline (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4,T&C): 333 Washington Street, Brookline, 02445		Business Mailing Address:	
Contract Manager: Erin Gallentine		Billing Address (if different):	
E-Mail: egallentine@brooklinema.gov		Contract Manager: Frank Gervasio	
Phone: (617) 730-2165	Fax:	E-Mail: gervasiof@dor.state.ma.us	
Contractor Vendor Code: VC6000191738		Phone: 617-626-2345	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 40,000.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026, to the Town of Brookline for the costs associated with: development of a wage and classification plan for the town's Department of Public Works.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of two (2) years from the signing date of the contract with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Chas Carey</u> Print Title: <u>Town Administrator</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	

5.B. COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address ID identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD: Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement: Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy. Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract: Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee: Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) See Amendments, Suspensions, and Termination Policy.

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget:** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts: Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee: Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is

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incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, §9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, §9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own

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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29, § 26, § 27 and § 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act; Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation



shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29, s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30, s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)). [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and Town of Brookline [“Grantee”] acting through its Chair of the Select Board.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$40,000 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the Town of Brookline for the costs associated with: development of a wage and classification plan for the town's Department of Public Works [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the Town of Brookline is for the costs associated with: development of a wage and classification plan for the town's Department of Public Works. The funds will allow the town to work with a consultant to update existing job descriptions and classification and pay plans for the two unions, mid-level management, and senior management within this department. The updated plan will identify the critical functions being performed for each position and reclassify all positions to meet the current needs and requirements of the department and town.

*****All project SCOPES must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$40,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

5.B.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: **(i)** salaries and wages of Grantee staff; **(ii)** legal fees; **(iii)** travel, meal and entertainment expenses; **(iv)** overhead and supplies; **(v)** project costs incurred prior to the execution and subsequent to termination of this Agreement; and **(vi)** costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: **(i)** copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; **(ii)** any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; **(iii)** documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; **(iv)** a certificate of occupancy of the Project or portions of the Project as applicable by law; and **(v)** a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: **(i)** Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; **(ii)** the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; **(iii)** Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and **(iv)** Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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COMMONWEALTH TERMS AND CONDITIONS



This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be

COMMONWEALTH TERMS AND CONDITIONS



considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

(signature)

Print Name: **Chas Carey**

Title: **Town Administrator**

Date: **12/12/22**

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: **Town of Brookline**

Doing Business As: Name (If Different):

Tax Identification Number:

Address: **333 Washington Street, Brookline, MA 02445**

Telephone: **617-730-2211** FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



JENNIFER PASTER
ACTING CHIEF OF POLICE

BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

TO: Charles Carey, Town Administrator
FROM: Jennifer Paster, Acting Chief of Police
RE: FY 23 E911 Award:

I am pleased to inform you that the Brookline Police Department has received a grant from the State's E911 grant program. This grant awarded in the amount of 18,979.45 will support salary expenses in 911 training and certification as well as fees associated with these costs and the renewal of Criticall, a testing software utilized by the Brookline Public Safety Dispatch Center.

I am asking the Select Board to accept this award on behalf of the Town of Brookline.

Respectfully,

A handwritten signature in cursive script, reading "Jennifer Paster".

Jennifer Paster
Acting Chief of Police





The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT

151 Campanelli Drive, Suite A ~ Middleborough, MA 02346

Tel: 508-828-2911 ~ TTY: 508-947-1455

www.mass.gov/e911



CHARLES D. BAKER
Governor

TERRENCE M. REIDY
Secretary

KARYN E. POLITO
Lt. Governor

FRANK POZNIAK
Executive Director

October 12, 2022

Acting Chief Jennifer Paster
Brookline Police Department
350 Washington Street
Brookline, MA 02445

Dear Chief Paster:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY2023 State 911 Department Training Grant Program**.

For your files, attached please find a copy of the executed contract and the final approved Personnel Cost Worksheet for your grant. Please note your contract start date is **October 12, 2022** and will run through June 30, 2023. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2023.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Angela Pilling at 508-821-7305. Please note that funding of reimbursement requests received more than one (1) month after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, add personnel, or to request approval for trainings, please e-mail those proposed changes to 911DeptGrants@mass.gov.

Sincerely,

Frank P. Pozniak
Executive Director

cc: FY2023 Training Grant File



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.comptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Town of Brookline (and d/b/a): <u>Brookline Police Department</u>		COMMONWEALTH DEPARTMENT NAME: State 911 Department MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 333 Washington Street, <u>Brookline MA</u>		Business Mailing Address: 151 Campanelli Drive, Suite A, Middleborough, MA 02346	
Contract Manager: Jennifer Paster	Phone: 617-730-2249	Billing Address (if different):	
E-Mail: <u>jaster@brooklinema.gov</u>	Fax: 617-264-6488	Contract Manager: Cindy Reynolds	Phone: 508-821-7299
Contractor Vendor Code: VC <u>6000191738</u>		E-Mail: 911DeptGrants@mass.gov	Fax: 508-947-1452
Vendor Code Address ID (e.g. "AD001"): AD <u>001</u> (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT EPS GRNT	
X NEW CONTRACT		— CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20__ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ <u>18,979.45</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract is for the reimbursement of funds under the State 911 Department FY 2023 Training Grant as authorized and awarded in compliance with the grant guidelines and the grantee's approved application.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20__, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20__, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 804 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Jennifer Paster</u> Date: <u>9/13/22</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Jennifer Paster Print Title: Acting Chief of Police		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Frank Pozniak</u> Date: <u>9/14/22</u> (Signature and Date Must Be Handwritten at Time of Signature) Print Name: Frank Pozniak Print Title: Executive Director	

All Cert's
✓ cert

FY 2023 TRAINING GRANT

RECEIVED
SEP 30 2022

1. **Name of Eligible Entity / PSAP / RECC** Town of Brookline
Address 333 Washington Street
City/Town/Zip Brookline, MA 02445
Telephone Number 617) 730-2224
Fax Number 617) 264-6488
Website www.brooklinepolice.com
2. **Name & Title of Authorized Signatory** Jennifer Paster Acting Chief of Police
Telephone Number 617) 730-2249
Email Address jpaster@brooklinema.gov
3. **Name & Title Grant Contract Manager** KEG Mascoll Public Safety Business Manager
Telephone Number (617) 730-2224
Email Address kmascoll@brooklinema.gov
4. **Total Grant Program Funds Requested** \$18,979.45

Applicant meets the EMD requirements established by the State 911 Department by:

5. **Providing EMD in-house utilizing certified emergency medical dispatchers and the following Emergency Medical Dispatch Protocol Reference System (EMDPRS):**

☐ APCO ☐ PowerPhone ☐ Priority Dispatch

OR

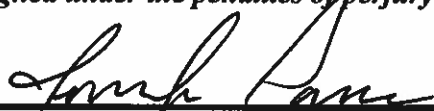
6. **Utilizing the following Certified EMD Resource:** Transformative Healthcare/ Fallon Ambulance

CEMDR's Emergency Medical Dispatch Protocol Reference System (EMDPRS):

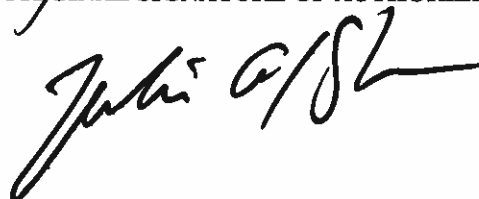
☐ APCO ☐ PowerPhone ☒ Priority Dispatch

7. **Sign below to acknowledge having read and agreed to the grant conditions and reporting requirements listed in the grant guidelines.**

Signed under the penalties of perjury this 13th **day of** September, 20 22.



ORIGINAL SIGNATURE OF AUTHORIZING SIGNATORY



FY 2023 TRAINING GRANT BUDGET NARRATIVE

- A. Fees** – Fees associated with attendance at approved live or online 911 training courses, including certifications/recertifications for certified Telecommunicators to include 16 hours of continued education or for those working toward certification, membership fees, and/or conference registration fees. **Add the total *Vendor Fees* column(s) from the *Personnel Costs Worksheet(s)* with the Membership & Conference Fees below to get the Total.**

For Membership fees, list the name and amount for each below.

Membership Fees: Brookline Police Department

For Conference fees, list the name of the conference, number attending and the amount for each conference below.

Conference Fees:

Total Category A **\$ 6,400.00**

- B. Personnel Costs** – Straight time or overtime expenses for participants or replacement/backfill (who are certified telecommunicators), to cover participant class hours but not both to meet the minimum training and certification requirements for enhanced 911 telecommunicators and minimum training requirements governing emergency medical dispatch established by the State 911 Department; for administrator backroom training; for other authorized training; and straight time or overtime expenses for attendance at the State 911 Department Dispatch Academy. **Add the total *Salary* column(s) from the *Personnel Costs Worksheet(s)* to get the Total.**

Total Category B **\$ 10,084.45**

Completed / Attached the *Personnel Costs Worksheet(s)* {{REQUIRED}}

- C. Training Materials and Other Products** – Funding may be authorized for the purchase, installation, replacement, maintenance, and /or upgrade of software and other products related to the certification and training of enhanced 911 telecommunicators, including but not limited to, call handling guide cards, call handling software, skill and ability pre-employment testing software, and additional related training materials such as books and manuals.

Description: Pre-Employment testing software for remote unproctored internet based testing.

Software will also be used for proctored and validation and conformation of on-line applicants.

Attach quote for this category

Total Category C **\$ 2,495.00**

- D. Lodging** – Funding for lodging expenses may be authorized for participation in training courses that are scheduled for two (2) or more consecutive days and the distance of which is equal to or greater than ninety (90) miles away from where travel originates. Lodging expenses may only be authorized for nights of stay that occur between consecutive training course days, except with the prior WRITTEN approval of the State 911 Department *prior to travel* where (1) travel originates from the Islands of Martha's Vineyard and/or Nantucket; or (2) in cases of extreme hardship; or (3) unless otherwise approved by the State 911 Department in its sole discretion. Travel distance for lodging will be calculated using the place of employment as the origination point and will be verified utilizing a recognized mileage guide such as MapQuest. **NOTE: Lodging for conferences is not eligible under the grant.**

Description:

Total Category D



Biddle Consulting Group, Inc.
 193 Blue Ravine Road, Suite 270
 Folsom, CA. 95630-4760
 (800) 999-0438
www.testgenius.com



CRITICALL[®] ONLINE Software Annual License Renewal Quote

Natalie Hunt
 Brookline Public Safety
 350 Washington St.
 Brookline, MA 02445

Please see the following price quote for the annual license renewal of CritiCall Skills Testing software powered by TestGenius. The ONLINE license is intended for remote internet-based testing, on-site proctored testing, validation testing, and confirmatory testing of ONLINE applicants. This annual license will allow the above agency to use the TestGenius platform any number of stations.

Price quote valid through April 10, 2023

CritiCall Online Renewal	\$2,495.00	Annual fee for unlimited ONLINE Testing License (4/11/23 – 4/10/24)
CritiCall Elite Premium Customer Service Support	INCLUDED	Includes Unlimited Technical Support, Training, Updates and Upgrades
TOTAL VALUE	\$2,495.00	Billed Net 30

* Legacy software clients enjoy the benefit of using TestGenius and CritiCall software, year over year without incurring price increases. That said, the price of the software *does increase* each and every year. Clients who opt to discontinue their TestGenius subscription, and renew at a later date, will do so at the then-current price and will pay the higher fee year over year. Ensuring that a license subscription renews without interruption is the best way to control testing costs over time.

Sean Conant, Client Relations Manager
 Biddle Consulting Group
 193 Blue Ravine Road, Suite 270
 Folsom, CA 95630
 Phone: (800) 999-0438 ext. 115 Fax: (916) 294-4255
Sconant@biddle.com

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name:

Contractor Vendor/Customer Code:

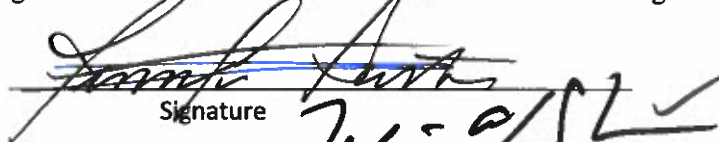
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Jennifer Paster	Acting Chief of Police

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date: 9/13/22

Name & Title: Melvin Kleckner, Town Administrator

Telephone: 617-730-2200

Fax: 617-730-2054

Email: mkleckner@brooklinema.gov

[Listing cannot be accepted without all of this information completed]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name:

Contractor Vendor/Customer Code:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Melvin KlecknerTitle: Town Administrator

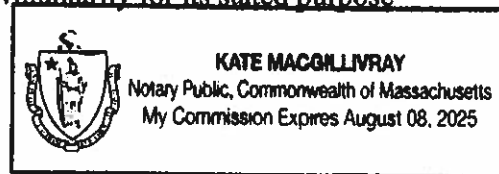
X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 13 day of September, 2022 before me, the undersigned notary public, personally appeared Melvin Kleckner (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Kate MacGillivray
Notary Public Signature

My MA Commission expires on: August 8, 2025

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Contractor Legal Name:

Contractor Vendor/Customer Code:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Jennifer PasterTitle: Acting Chief of Police

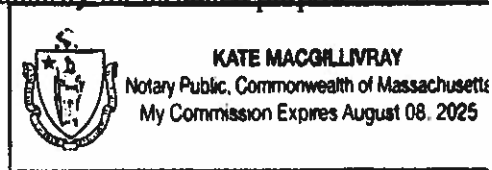
X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

On this 13 day of September, 2022 before me, the undersigned notary public, personally appeared Jennifer Paster (name of document signer), proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Notary Public Signature

My MA Commission expires on: August 8, 2025

AFFIX NOTARY SEAL

On this _____ day of _____, 20____ before me, the undersigned corporate clerk, personally appeared _____ (name of document signer), proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed above and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose as an authorized signatory for the Contractor.

Corporate Clerk Signature

AFFIX CORPORATE SEAL



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
Commissioner

Interoffice Memorandum

To: Select Board

From: Erin Chute Gallentine, Commissioner of Public Works
James W. Hersey, P.E., Director of Water & Sewer

Date: December 13, 2022

Re: Award of Contract PW/23-16 "I&I Investigation and Sewer System
Rehabilitation Design in Subareas NI-12"

Cc: Charles Carey, Town Administrator
Robert T. King, P.E., Director of Engineering & Transportation

Recommended for award and execution, and prepared for your signatures, please find attached contract **PW/23-16 "I&I Investigation and Sewer System Rehabilitation Design in Subareas NI-12"** with BETA Group, Inc of Norwood, Massachusetts 02062 in the amount of \$174,590.00.

The work specified in this contract involves the investigation of sewer manholes and pipelines for Infiltration and Inflow (I&I). The contract also includes design services to prepare plans and specifications for bidding purposes for two construction contracts. One contract for cured-in-place liners and one for sewer manhole sealing. All of this work is part of a long-term multi-year plan to rehabilitate all the sewer mains in Town. Lining improves the structural integrity of the pipe and reduces the infiltration of groundwater into the sanitary sewer system. Reducing infiltration saves the Town money because it decreases the amount of flow sent to the wastewater treatment plant. This work is eligible for the MWRA Infiltration and Inflow Grant/Loan Program. There are sufficient funds to complete this work.

AGREEMENT FOR PROFESSIONAL SERVICES

Between

TOWN OF BROOKLINE
333 Washington Street
Brookline, Massachusetts 02445

And

BETA GROUP, INC.
315 Norwood Park South
Norwood, Massachusetts 02062

For

II INVESTIGATION AND SEWER REHABILITATION DESIGN
SUBAREA NI-12

THIS *AGREEMENT* made this *Day of December 2022*, between the *Town of Brookline*, hereinafter called the "CLIENT", and BETA Group, Inc., hereinafter called the "ENGINEER".

WITNESSETH for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF ENGINEER

1.1 CLIENT hereby engages the ENGINEER and the ENGINEER hereby accepts the engagement to provide professional services related to the preparation of construction documents and provide construction administration for Sewer System Improvements in Subarea NI – 12.

ARTICLE 2 - SERVICES OF THE ENGINEER

2.1 ENGINEER will provide professional engineering services for the PROJECT as more completely described on Attachment A, Scope of Services.

2.2 The ENGINEER will serve as the CLIENT's professional engineering representative in those phases of the PROJECT to which this Agreement applies and will consult with and advise the CLIENT during the performance of services provided under this Agreement.

2.3 The ENGINEER shall exercise the degree of skill and care customarily accepted as good professional practices and procedures by members of the same profession currently practicing under similar conditions in the same locality (Standard of Care).

2.4 Estimates of probable construction costs, if any, by the ENGINEER represent his best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the ENGINEER nor the CLIENT has any control over the cost of labor, materials or equipment, over the construction contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the ENGINEER cannot and does not guarantee that bids will not vary from estimates.

ARTICLE 3 - RESPONSIBILITIES OF CLIENT

The CLIENT, at no cost to the ENGINEER, will:

- 3.1 Provide ENGINEER with all available information pertinent to the PROJECT.
- 3.2 Provide access to and make all provisions for the ENGINEER to enter upon public and private lands as required for ENGINEER to provide the services under this Agreement.
- 3.3 Designate a person to act as CLIENT'S representative with respect to the services to be provided under this Agreement, such person to have complete authority to transmit instructions, receive, information, interpret and define the CLIENT'S decisions with respect to the subject professional services.
- 3.4 Furnish all legal services required in connection with the subject release, including resolution of liability and site access issues with the adjacent property owner(s) and all negotiations in connection therewith.
- 3.5 Administer and pay all application and other fees related to regulatory reviews and permitting approvals with any Federal, State and local agencies having jurisdiction for the project.

ARTICLE 4 – COMPENSATION & PAYMENT

- 4.1 For the services performed under this Agreement, and as outlined in Attachment A, the CLIENT will pay the ENGINEER on a time-charge plus expense basis, monthly as charges accrue. Monthly invoices shall reflect personnel and hours worked. If additional work beyond the budget is required, the CLIENT shall be contacted for approval prior to proceeding.
- 4.2 Compensation for labor will be salary cost times a multiplier of **2.35**. Salary cost is defined as salary and wages paid to personnel for time chargeable to the project plus a percentage covering: allowances for sick leave, vacation and holiday pay; taxes and insurance premiums based upon billable time; and medical benefits.
- 4.3 Compensation for Reimbursable expenses, subconsultants' charges and subcontractors' services will be billed at a multiplier of **1.10**. These include, but are not limited to such typical expenses as the cost of: mileage, express mail, printing and reproduction, identifiable supplies, equipment rental, outside specialized sub-consultants (i.e. electrical, instrumentation, geotechnical, etc.) charges, subcontracts for services such as surveys, subsurface investigations, television inspection of sewers, and testing by commercial laboratories, application fees and/or other charges by reviewing authorities.
- 4.4 The total charges and reimbursable expenses for the Scope of Services described in Attachment A shall be generally consistent with the Fee Budget in Attachment B and shall not exceed **\$174,590** without prior written approval from the CLIENT.
- 4.5 Payment to ENGINEER shall be made within 30 days after receipt of an acceptable invoice; any invoice outstanding for more than 30 days after date of invoice will be subject to a financing charge of 1-1/2 percent per month. If the CLIENT objects to any invoice submitted by the ENGINEER, the CLIENT shall so advise the ENGINEER in writing, giving reasons therefore, within fourteen (14) calendar days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable and payable by the CLIENT.
- 4.6 Invoice payments must be kept current for services to continue. If the CLIENT fails to pay any invoice due to ENGINEER within 45 days of the date of invoice, ENGINEER may, without waiving any

5.D.

other claim or right against the CLIENT, suspend services under this AGREEMENT until the ENGINEER has been paid in full all amounts due ENGINEER and/or any of its sub-consultants and sub-contractors. Sealed plans, final documents, reports and attendance at meetings/hearings will not be provided unless payment for services is current.

ARTICLE 5 – SERVICES NOT INCLUDED

5.1 The following services or costs are not included under this AGREEMENT.

- All Fees associated with advertisement of proposed work in local/town newspaper,
- All fees associated with advertisement of proposed work in Central Registry or newspaper,
- All fees associated with obtaining street opening permits and other required agency review permit fees,
- All fees associated with proposed soil borings,
- Payment for police details, if required. These invoices will be processed and paid for by the CLIENT.

5.2 For additional services, compensation shall be negotiated with CLIENT in accordance the terms described under Article 4.

ARTICLE 6 – TIME OF COMPLETION

6.1 The work to be performed under this AGREEMENT shall commence upon receipt of an executed copy of this AGREEMENT. ENGINEER will perform services under this AGREEMENT in a timely manner consistent with professional skill and care and the orderly progress of work.

6.2 Unforeseen site/weather conditions or project delays beyond the control of ENGINEER may result in an adjustment to the indicated schedule. Should such conditions arise, ENGINEER will notify CLIENT as soon as reasonably possible.

6.3 The estimated time for completion of the PROJECT is **365 calendar** days from the date of the Contract or as shown in Attachment C, Schedule.

ARTICLE 7 - INDEMNIFICATION AND INSURANCE

7.1 ENGINEER shall at all times indemnify and save harmless Client and their officers, and employees on account of any claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of any claims, damages, personal injuries and/or property losses sustained by or alleged to have been sustained by any person or entity, to the extent caused by the negligent acts, errors or omissions of the Engineer, its employees, or subcontractors in connection with the PROJECT, and/or under this AGREEMENT.

7.2 Nothing herein contained shall be construed to obligate the ENGINEER to prepare for or appear in litigation on behalf of the CLIENT, except in consideration of additional compensation to be mutually agreed upon.

5.D.

7.3 The ENGINEER shall carry insurance in the following types and limits:

Workman's Compensation	Statutory Limits
Employer's Liability	\$1,000,000
Comprehensive General Liability:	
Personal Injury	All \$1,000,000 each occurrence
Bodily Injury	\$2,000,000 aggregate
Property Damage	
Comprehensive Automobile Liability Insurance:	
Combined Single Limit	\$1,000,000
Professional Liability	\$1,000,000 per claim and in the aggregate

7.4 Consultant shall furnish to Town a Certificate(s) of Insurance showing coverage as set forth above prior to performing Consultant Services. All insurance coverage required herein shall be issued by companies licensed and authorized to do business in the State of Massachusetts. The Town shall be a named Certificate Holder on all coverage's set forth above with the additional requirement that the Town and Engineer be named as an additional insured under the Comprehensive General Liability insurance coverage required under Section 7.3 herein. The Town's and Engineer's status as additional insured and/or certificate holder for each coverage shall be referenced on the Certificate of Insurance issued to the Town. The Certificate Holder shall be the Town of Brookline, MA. The Certificate(s) of Insurance shall be attached to this Agreement within Attachment D.

ARTICLE 8 – TERMINATION OF AGREEMENT

8.1 Termination for Cause: If, through any cause, ENGINEER fails to fulfill in a timely manner the obligations under this Agreement, or if ENGINEER violates any of the provisions of this Agreement, CLIENT shall thereupon have the right to terminate this Agreement by written notice to ENGINEER of such termination specifying the effective date thereof at least five (5) days before the effective date of such termination. Cause shall also include, but not be limited to, dissolution, termination of existence, insolvency, appointment of receiver, commencement of any proceeding under any bankruptcy or insolvency laws by or against the ENGINEER. If the AGREEMENT is terminated by the CLIENT as provided herein, ENGINEER will be paid for services performed as of date of notice is received, less payment for compensation previously made.

8.2 Termination for Convenience: Either party may terminate this AGREEMENT at any time by giving written notice to the other party of such termination and specifying the effective date of such termination. If the AGREEMENT is terminated by either party, ENGINEER will be paid for services performed as of date of notice is received, less payment for compensation previously made.

8.3 Documents: In either of the foregoing events, finished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other final materials prepared by the ENGINEER under this AGREEMENT shall be surrendered to the CLIENT and ENGINEER shall be entitled to receive just and equitable compensation for services provided under this AGREEMENT.

ARTICLE 9 – OWNERSHIP OF DOCUMENTS

9.1 One (1) copy of all project documents shall be furnished by ENGINEER to CLIENT. All documents prepared by the ENGINEER shall become the property of the CLIENT upon receipt of final payment by ENGINEER. Any re-use of such documents without ENGINEER'S written verification of suitability for the specific purpose intended shall be without liability or legal exposure to ENGINEER or ENGINEER'S independent professional associates, subcontractors or consultants. Distribution or submission to meet official regulatory requirements or for the purposes in connection with the PROJECT is not to be construed as an act in derogation of the ENGINEER'S rights under this Agreement.

9.2 If any information hereunder is provided in electronic format, CLIENT recognizes that such plans, documents or other information recorded on or transmitted as electronic media, including contract drawings and specifications ("Electronic Documents") are subject to undetectable alteration, either intentional or unintentional, due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the Electronic Documents are provided to CLIENT for informational purposes only and not as record documents.

ARTICLE 10 -AUTHORIZATION TO BEGIN WORK

10.1 Execution of this Agreement shall be considered Notice to Proceed.

ARTICLE 11 – CLIENT FURNISHED INFORMATION

11.1 CLIENT shall provide ENGINEER with all available project related technical data including historical environmental reports, and all other relevant data. ENGINEER will rely upon the accuracy and completeness of CLIENT-furnished information in connection with the performance of services.

11.2 CLIENT shall arrange for site access for ENGINEER.

ARTICLE 12 – ASSIGNABILITY

12.1 Neither party to this Agreement shall assign any interest in this Agreement, nor transfer any interest in same (whether by assignment or notation), without the prior written consent of the other party.

ARTICLE 13 – LIMITATION OF LIABILITY

13.1 NA

ARTICLE 14 – MISCELLANEOUS

14.1 In accordance with the Massachusetts General Laws Chapter 21E, the performance of the services contained in this Agreement may require the engagement of a Licensed Site Professional (LSP) registered with the Commonwealth of Massachusetts under Massachusetts General Law Chapter 21A and the regulations promulgated by the Massachusetts Department of Environmental Protection (MADEP) thereunder (collectively the LSP Program). These laws and regulations place upon the LSP certain professional obligations owed to the public, including in some instances, a duty to disclose the existence of certain environmental contaminants to the MADEP. In the event that any site for which ENGINEER has provided LSP services is audited by the Massachusetts Department of Environmental Protection (MADEP) pursuant to the provisions of the Massachusetts Contingency Plan, ENGINEER shall be entitled

to additional compensation to provide such services as may be necessary to assist CLIENT in its response to DEP.

14.2 CLIENT understands and acknowledges that in the event the LSP's obligations under the LSP Program conflict in any way with the terms and conditions of this Agreement or the wishes or intentions of the CLIENT, the LSP is bound by law to comply with the requirements of the LSP Program. Accordingly, CLIENT recognizes that the LSP shall be immune for all civil liability resulting from any alleged and/or actual conflict with the LSP Program. CLIENT also agrees to hold ENGINEER and its LSP harmless for any claims, losses, damages, fines or administrative, civil or criminal penalties resulting from the LSP's fulfillment of its obligations under the LSP Program.

14.3 ENGINEER certifies that it is not listed as debarred or suspended on the Debarment Lists maintained by any local, state or federal agency. Furthermore, ENGINEER confirms that it will review the Debarment Lists and not knowingly solicit or consider bids, contract or negotiate with, or approve a subcontract with any vendor listed as debarred or suspended on the Debarment Lists referenced above.

ARTICLE 15 – JURISDICTION

This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

In witness whereof, the said Engineer has caused these presents to be signed and its corporate seal to be hereto affixed by:

Robert Drake, P.E. its Vice President
thereto duly authorized, and the said Town executed these presents by its Board of Selectmen, acting for said Town, and not individually, and without incurring and individual liability, on the year and day above written.

Town of Brookline

Board of Selectmen

By: _____

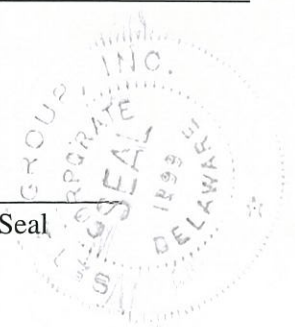
Engineer:

BETA Group, Inc.

Robert A. Drake

Robert Drake, Vice President

Corporate Seal



Approved as to Form:

Town Counsel

Certified in accordance with
44, Section 31C and based upon Engineering estimates
Certification of Availability of Funds

AFFIDAVITState of Rhode IslandDate: 12/6, 2022County of Providence

The undersigned being duly sworn, deposes and say that he is the _____

Vice President

(sole owner; partner; president; treasurer; or other duly authorized official of a corporation)

of BETA Group, Inc.

(name of bidder as appearing in submitted proposal),

for Contract in the Town of Brookline on 12/6, 2022 and certifies that of his own knowledge, said bidder has not, either directly or indirectly, entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Robert A. Drake

Signature of person making affidavit

Robert Drake, P.E., Vice President

Corporate Seal

Sworn to before me this 6 day of Dec, 2022:Cindy L. Lesperance

Notary Public

My commission expires: 11/1/25

Notary Seal

**ATTACHMENT A
AGREEMENT BETWEEN
TOWN OF BROOKLINE**

**SCOPE OF SERVICES
I/I INVESTIGATION AND SEWER SYSTEM REHABILITATION
in SUBAREA NI-12**

The Town of Brookline intends to rehabilitate all existing non-CIPP lined sanitary sewer mains and their associated manholes in subarea NI-12. The proposed work will be accomplished as described in the following two tasks:

Task 1 – Rehabilitation of Existing Sanitary Sewers

- a. Provide Project Administration Services that shall include but not be limited to oversight of the project, coordination of work with sub-contractors, the Town, other agencies.
- b. Perform additional field/office investigation, as necessary, to confirm pipe size and material, and depth of sewer mains.
- c. Prepare 1" = 100' scale plans identifying the location and type of rehabilitation. The plans shall be a graphical depiction, based on the existing Town's GIS data. Plans shall include complete rehabilitation schedules for cured-in-place liners, dig and replace pipe (spot repairs), root removal and treatment, and any recommended building service repair/replacement. Rehabilitation schedules will include manhole identification, pipe length, pipe diameter, pipe material, joint spacing, building services requiring restoration, type of building service restoration, manhole depth to invert, and manhole material. Traffic Management Plans shall be provided as necessary. The anticipated rehabilitated sewer lengths in each subarea are as follows:
 - a. CIP 4: Subarea NI-12 22,000 l.f.

Should sections of sewer be recommended for replacement by the dig and replace method, construction drawings (24" x 36") will be completed using the Town's GIS mapping for base plans. Survey work is not anticipated and will be an additional cost if required. This work will be completed under Task #3B of this Contract. Contractor to perform internal closed circuit television video inspection (CCTV) for the sewer reaches recommended for rehabilitation. The Contractor shall be required to test and dispose of all cleanings from the sewer mains. It is estimated that 30 tons of cleanings will be removed.

Prepare construction drawings (24" x 36") using the Town's GIS mapping as a base. Construction drawings will include the following:

- Cover Sheet
- General Notes and Legend
- Rehabilitation Location Plans
- Standard Construction Details
- Traffic Management Plan (as required).

5.D.

d. Prepare project specifications including the following:

- Information to Bidders
- Bid Forms, Bid Bond
- Contract Agreement, Contract Bonds
- Special Conditions, General Requirements
- Technical
- Specifications

Contract documents will be suitable for public bidding under MA Bidding requirements Ch. 30. Contract documents will be prepared to be bid as one (1) contract for construction.

Provide originals of bid documents to the Town for public bidding. It is assumed that the Town will handle the distribution of contract documents.

e. Attend up to 3 meetings.

f. Provide bidding services that include providing an opinion of probable construction cost, attending the pre-bid meeting, attending the bid opening and letter of recommendation of award letter.

g. Provide Construction Administration Services that include review of shop drawings, coordination of work permits, review and approval of monthly pay requisitions, attend pre-construction meeting, assist in coordination of work, answering Contractor's questions during construction, attendance up to (3) construction meetings, and project closeout. Construction services shall also include up to 8 hours of CCTV tape review during the Contractor's cleaning/CCTV of sewer mains to determine if a sewer segment requires replacement.

h. Police details if required will be provided by the Town.

Task 2 – Rehabilitation of Sanitary Sewer Manholes

a. Provide Project Administration Services that shall include but not be limited to oversight of the project, coordination of work with sub-contractors, the Town, other agencies.

b. Inspect all manholes (non-entry) within project limits, approximately 170 Manholes, to determine if repair or rehabilitation work is required and to confirm pipe size and material, and depth of manholes. Prepare manhole inspection memorandum including manhole inspection form, manhole photographs (from street level) and recommendation of rehabilitation method, as required. It is anticipated that the following number of sewer manholes shall be inspected in each subarea are as follows:

a. CIP 4: Subarea NI-12 170 manholes

Complete rehabilitation inspection form for manhole rehabilitation. Rehabilitation inspection form includes manhole identification, pipe diameter, pipe material, depth to invert, manhole material, and manhole rehabilitation items.

5.D.

- c. Prepare construction drawings (24" x 36") using the Town's GIS mapping as a base. Construction drawings will include the following:
- Cover Sheet
 - General Notes and Legend
 - Manhole Rehabilitation Location Plans
 - Standard Construction Details (as required)
 - Traffic Management Plan (as required).
- d. Prepare project specifications including the following:
- Information to Bidders
 - Bid Forms, Bid Bond
 - Contract Agreement, Contract Bonds
 - Special Conditions, General Requirements
 - Technical Specifications
 - Rehabilitation Methods

Contract documents will be suitable for public bidding under MA Bidding requirements Ch. 30. Contract documents will be prepared to be bid as one (1) contract for construction.

Provide originals of bid documents to the Town for public bidding. It is assumed that the Town will handle the distribution of contract documents.

- e. Attend up to 1 meeting.
- f. Provide a Manhole Inspection Findings and Recommendation Report.
- g. Provide Bidding Services that include providing an opinion of probable construction cost, attending the pre-bid meeting, attending the bid opening and letter of recommendation of award letter.
- h. Provide Construction Administration Services that include review of shop drawings, coordination of work permits, review and approval of monthly pay requisitions, attend pre-construction meeting, assist in coordination of work, answering Contractor's questions during construction, attendance up to (3) Construction Meetings, and project closeout.
- i. Police details if required will be provided by the Town.

ATTACHMENT B
AGREEMENT BETWEEN
TOWN OF BROOKLINE, MA and
BETA GROUP, INC.

TOWN OF BROOKLINE						
ATTACHMENT B - FEE PROPOSAL						
2023 SEWER SYSTEM REHABILITATION DESIGN/ CONSTRUCTION SUBAREA NI-12						
TASK		Drake PIC	Greenway PM-1	Diaz Sr. Des.	Blakewell Staff Eng	SALARY COSTS
1	Rehabilitation of Existing Sanitary Sewers					
1a	Project Administration	16	8	0	0	24
1b	Field/Office Investigation, as required	8	8	0	16	32
1c	Preparation of 1" = 100' Scale Plans	8	32	0	24	64
1d	Preparation of Specifications	8	40	0	0	48
1e	Meetings - Up to 3 Meetings	9	16	0	0	25
1f	Bidding Services - Pre-Bid, Bid + Recommendation	4	16	0	0	20
1g	Construction Admin. - Up to 3 Meetings/ Shop Drawings	24	80	0	16	120
	TOTAL HOURS TASK NO. 1	77	200	0	56	\$76,681
2	Rehabilitation of Sanitary Sewer Manholes					
2a	Project Administration	8	16	0	0	24
2b	Manhole Investigation, as required	4	16	0	160	180
2c	Preparation of 1" = 100' Scale Plans	4	16	8	40	68
2d	Preparation of Specifications	8	32	0	0	40
2e	Meetings - Up to 1 meeting	4	8	0	0	12
2f	MH Inspection Findings + Recommendations Report	8	16	0	0	24
2g	Bidding Services - Pre-Bid, Bid + Recommendation	4	24	0	0	28
2h	Construction Admin. - Up to 3 meetings/ Shop Drawings	16	80	0	16	112
	TOTAL HOURS TASK NO. 2	56	208	8	216	\$92,910
	TOTAL HOURS TASKS NO 1 and 2	133	408	8	272	\$169,590
SALARY COSTS:		2023 RATES	HOURS		SALARY COSTS	
	Principal-in Charge (PIC)	\$150.00	X	133	=	\$19,950.00
	Project Manager - 1 (PM-1)	\$90.00	X	408	=	\$36,720.00
	Project Engineer (Sr. PE)	\$70.00	X	0	=	\$0.00
	Senior Designes/CADD (Sr. Des.)	\$67.00	X	8	=	\$536.00
	Staff Engineer (Staff Eng.)	\$55.00	X	272	=	\$14,960.00
						\$72,166
TOTAL LABOR COST @ 2.35 MARK-UP						\$169,590
DIRECT COSTS (obtaining utility plans, mileage, etc.):						\$5,000
TOTAL COSTS:						\$174,590

**ATTACHMENT C - PROJECT SCHEDULE
I/I INVESTIGATION AND SEWER SYSTEM REHABILITATION
SUBAREA NI- 12**

Task	Contract/ Sub Task	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23
1	Rehabilitation of Existing Sanitary Sewers												
1a	Project Administration												
1b	Field/Office Investigation, as required												
1c	Preparation of 1" = 100' Scaled Plans												
1d	Preparation of Specifications												
1e	Meetings - Up to 3 Meetings												
1f	Bidding Services												
1g	Construction Administration Services												
2	Rehabilitation of Existing Sanitary Manholes												
2a	Project Administration												
2b	Manhole Investigation												
2c	Preparation of 1" = 100' Scaled Plans												
2d	Preparation of Specifications												
2e	Meetings - Up to 1 Meeting												
2f	Manhole Inspection Findings + Recomm. Report												
2g	Bidding Services												
2h	Construction Administration Services												

5.D.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/06/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Fitts Insurance Agency, Inc. 2 Willow St. Suite 102 Southborough, MA 01745 License #: 3686812	CONTACT NAME:	Genesis Pereira	
		PHONE (A/C, No, Ext):	(508)620-6200	FAX (A/C, No):
		E-MAIL ADDRESS:	GPereira@FittsInsurance.com	
INSURED	Beta Group, Inc. 701 George Washington Hwy Lincoln, RI 02865	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A:	Travelers Indemnity of America	25666
		INSURER B:	Travelers Indemnity Company	25658
		INSURER C:	Travelers P&C Ins Co of Americ	25674
		INSURER D:	Travelers Cas Ins. Co. America	19046
		INSURER E:	Endurance American Specialty Insurance	41718
	INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 00001255-10894944

REVISION NUMBER: 60

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	6306K894484	04/12/2022	04/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		8105P933019	04/12/2022	04/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000		CUP6K922739	04/12/2022	04/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	UB6K772536	04/12/2022	04/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liab		DPL30018382100	04/12/2022	04/12/2023	Ea Claim \$ 5,000,000
E	Pollution Liab		DPL30018382100	04/12/2022	04/12/2023	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE:I/I INVESTIGATION AND SEWER REHABILITATION DESIGN SUBAREA NI-12

When required by written contract the Town of Brookline is an additional insured per forms listed below.

(B) 6306K894484 Travelers Indemnity 4/12/22-4/12/23- Valuable Papers Limit \$250,000

When required by written contract, see attached forms for Additional Insured, Waiver of Subrogation and (continued on ACORD 101 Additional Remarks Schedule)

CERTIFICATE HOLDER

CANCELLATION

Town of Brookline
333 Washington Street
Brookline, MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(GLP)

5.D.

AGENCY CUSTOMER ID: 00001255

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of _____

AGENCY Fitts Insurance Agency, Inc.		NAMED INSURED Beta Group, Inc.	
POLICY NUMBER N/A			
CARRIER Multiple Carriers	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

(continued from Description of Operations)

Primary Non-Contributory language; CAT4200215 CAT4740216 CGD4680219 WC00031300 CGD6040219 CGD3790219 CGT1000219 EU00010716 DPL20010120
DLP30751020

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this Agreement is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

Robert A. Drake
(Name of person signing)

BETA GROUP, INC.
(Company)

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Robert A. Duke

Signature of person submitting bid or proposal

BETA GROUP, INC.

Name of business

ADDENDUM TO PW23-16 I&I Investigation and Sewer System Rehabilitation Design in
Subarea NI-12

Article 4.4 of the Town of Brookline General By-Laws

By signing below, Contractor (BETA Group, Inc.) hereby agrees to comply with the provisions of Article 4.4 of the Town's General By-laws, *Fair Employment Practices with Regard to Contracts*, a copy of which is incorporated herein by reference, with respect to the foregoing Contract.

Signed under the pains of penalties of perjury, on this 6th day of December 2022.

Robert A. Duke

Contractor

I/I INVESTIGATION AND SEWER SYSTEM REHABILITATION DESIGN
SUBAREA NI-12

Article 4.4 of the Town of Brookline General By-Laws

By signing below, Contractor, BETA Group, Inc. Consulting Services Inc., hereby agrees to comply with the provisions of Article 4.4 of the Town's General By-laws, *Fair Employment Practices with Regard to Contracts*, a copy of which is incorporated herein by reference, with respect to the foregoing Contract.

Robert A. Doherty

Contractor

Article 4.5 of the Town of Brookline General By-Laws

Pursuant to Section 4.5.2 of the General By-laws of the Town of Brookline, Contractor (BETA Group, Inc.) hereby certifies under the pains and penalties of perjury that it does not discriminate against any individual because of the race, color, religious creed, national origin, sex, gender identity or gender expression, sexual orientation, which shall not include persons whose sexual orientation involves minor children as the sex object, age or ancestry of the individual.

Signed under the pains of penalties of perjury, on this 6th day of December 2022.

Robert A. Doherty

Contractor



BROOKLINE FIRE DEPARTMENT
town of Brookline Massachusetts

**FIRE DEPARTMENT
HEADQUARTERS**

John F. Sullivan
Chief of Department
Emergency Management Director

350 Washington Street
PO Box 470557
Brookline MA 02447-0557
Tel: 617-730-2272
Fax: 617-730-2391
www.brooklinema.gov

December 20, 2022

To: Brookline Select Board
From: John F. Sullivan, Fire Chief
Re: Apparatus contract

Dear Select Board,

The Town's Capital Improvement Plan (CIP) continues to be in concert with the Fire Department's Apparatus Replacement schedule. The current economic situation has dramatically increased both the price of apparatus, as well as the build time. In previous years, delivery was anticipated at 12-15 months from time of execution of the contract. Current estimates anticipate a 21-month build time, and final delivery closer to 2-years from execution.

Please find the attached the contract for your retrospective approval. In my October 20, 2022 memo to the Select Board, this additional contract was referenced anticipating a deadline of November 30th to realize significant cost savings, pending Town meeting authorization of the bond. With that authorization in place, the contract was executed and final release of the funds awaits SB ratification.

The department's apparatus committee developed the general design specs for our next generation pumper, keeping the Town's streetscape and traffic patterns foremost in the process. We engaged multiple vendors and ultimately opted for Minuteman Fire and Rescue Apparatus LLC (DBA Allegiance Fire & Rescue), purveyors of Pierce brand apparatus for their outstanding service history with the Town as well as an acceptable market price for the build.

In addition to this purchase, Allegiance has offered to broker the trade of one of our spare apparatus, the 2010 Pierce Arrow XT Aerial (Quint) as part of the contract. The

5.E.

proceeds of this trade were divided between the FY 23 CIP and FY 24 CIP purchases to offset deficits and fully equip the vehicles.

The Purchasing Agent as well as Town Counsel have vetted this contract. I ask that the Select Board take favorable action on this Purchase Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "John F. Sullivan", with a stylized flourish at the end.

John F. Sullivan, Fire Chief

- 10. Independent Contractors.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent, or joint venturers of or with the other.
- 11. Entire Agreement / Amendments.** This Agreement (including Exhibits) contains the entire agreement between the parties regarding the Product. No representations, promises, agreements, or understandings, written or oral not contained herein shall be of any force or effect. This Agreement may only be amended or modified by a written agreement signed by both parties.
- 12. Assignment.** Neither party may assign its rights and obligations under this Agreement unless it has obtained the prior written approval of the other party; provided, however, that Dealer may assign this Agreement as part of a public offering or the sale or transfer of all or substantially all of its assets.
- 13. Severability.** The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- 14. No Waiver of Rights.** No waiver of any provision of this Agreement shall be enforceable unless in writing and signed by the waiving party. No waiver of any provision shall affect the validity or enforceability of any other provision.
- 15. Governing Law / Jurisdiction.** Without regard to any conflict of law provisions, this Agreement is to be governed by and under the laws of the Commonwealth of Massachusetts. The parties agree that any claim concerning this Agreement must be filed and adjudicated in state or federal courts located in the Commonwealth and such courts shall be the sole and exclusive venue for the adjudication of all claims under this Agreement. The parties hereby consent to personal and subject matter jurisdiction within the Commonwealth.
- 16. Counterparts / Electronic Signatures.** This Agreement may be executed in one or more counterparts. The exchange of signed copies of this Agreement by facsimile or via .pdf by email will constitute effective execution and delivery of this Agreement and may be used in the lieu of the original Agreement for all purposes.

Accepted and agreed to:

Dealer: Allegiance Fire & Rescue

Name: _____

Title: _____

Date: _____

Customer: Town of Brookline, MA

Name: Paul Scha

Title: Chief Howard Orr

Date: March 30, 2022

Customer shall pay Dealer the following cancellation fee as liquidated damages because actual damages would be difficult to ascertain and the following agreed upon fees are a reasonable estimate of actual damages: (a) 10% of the Purchase Price if cancellation occurs after Pierce enters the order for the Product on its computer system; (b) 20% of the Purchase Price if cancellation occurs after Pierce has completed draft Product drawings; and (c) 40% of the Purchase Price if cancellation occurs after Pierce makes any material requisition (i.e. orders material), plus an additional percentage as reasonably set by Dealer to account for additional costs and expenses incurred after material requisition, up to no more than 80% of the Purchase Price if cancellation occurs after substantial completion of the Product. Dealer shall have no obligation to mitigate damages. Customer hereby authorizes Dealer to deduct the cancellation fee from the Purchase Price being held by Dealer and return the remainder to Customer in exchange for a waiver and release of claims.

5. **Delivery, Inspection and Acceptance.** Delivery of the Product is scheduled to be within 21 months of the Effective Date, F.O.B. Brookline Fire Department, Brookline Massachusetts. Risk of loss shall pass to Customer upon Delivery. Upon Delivery, Customer shall have ten (10) business days within which to inspect the Product and, in the event of substantial non-conformance, to furnish Dealer with detailed written notice sufficient to permit Dealer to evaluate any such non-conformance. Absent timely receipt of such notice of non-conformance, the Product shall be deemed in conformance and accepted by Customer. Time is of the essence with respect to such notice. Any Product not in substantial conformance shall be remedied by Dealer by putting Pierce on written notice of such non-conformance.
6. **Notices.** All notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by either hand delivery (notice deemed delivered upon receipt) or by registered, overnight mail (notice deemed delivered one business day after mailing):

Dealer:

Allegiance Fire & Rescue
2181 Providence Highway
Walpole, Massachusetts 02081
Fax: 508-216-6368

Customer:

Town of Brookline
Brookline Fire Department
350 Washington Street
Brookline, Massachusetts 02445

7. **Warranty Disclaimer.** The Product comes with the warranties referred to in Section 1. Dealer itself provides no warranties whatsoever. TO BE CLEAR, NEITHER DEALER NOR, ITS AFFILIATES, AGENTS OR REPRESENTATIVES, MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE PRODUCTS OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, AND THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED. STATEMENTS MADE BY SALES REPRESENTATIVES OR IN PROMOTIONAL MATERIALS DO NOT CONSTITUTE WARRANTIES.
8. **Force Majeure.** Dealer shall not be responsible nor deemed to be in default on account of delays in performance due to causes which are beyond Dealer's control which make Dealer's performance impracticable, including but not limited to civil wars, insurrections, strikes, riots, fires, storms, floods, pandemics or public health emergencies, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, facilities or completed products, failure to obtain any required license or certificates, acts of God or the public enemy or terrorism, failure of transportation, epidemics, quarantine restrictions, failure of vendors (due to causes similar to those within the scope of this clause) to perform their contracts or labor troubles causing cessation, slowdown, or interruption of work.
9. **Indemnity.** This section has been deleted by mutual agreement of both parties.



PURCHASE AGREEMENT

This Purchase Agreement (together with all attachments referenced herein, the "Agreement"), made and entered into by and between Minuteman Fire and Rescue Apparatus, LLC. (DBA Allegiance Fire & Rescue) ("Dealer"), and the Town of Brookline, MA a Massachusetts municipality ("Customer") and is effective as of the last date executed by both parties (the "Effective Date").

1. **Product.** Customer agrees to purchase the following product, as further described in the Dealer Proposal attached hereto as **Exhibit A** and incorporated herein ("Product"). The Product comes with all applicable manufacturers' warranties from Pierce Manufacturing, Inc. ("Pierce") and all makers of component parts or other equipment that is part of the Product. All such warranties are included in the Dealer Proposal and/or separately attached hereto as **Exhibit B**.
2. **Purchase and Payment.** The Customer agrees to purchase the Product specified on Exhibit A for the total purchase price of \$ 771,083.00 ("Purchase Price"). Prices are in U.S. funds.

In addition to the Purchase Price, Customer shall be responsible for paying for all added costs and expenses incurred by Dealer in the event that any state, federal or other regulatory agency (e.g. NFPA, DOT, EPA) requires any modifications to the Product. Dealer shall make reasonable efforts to advise the Customer of any such changes within a reasonable time and to provide Customer with documentation to support the required modifications.

Quantity	Chassis Type	Body Type	Price per Unit
One (1)	Pierce ® Enforcer®	1500 GPM Pumper	\$ 734,583.00
			\$
			\$

Trade in allowance of \$36,500.00 is included in the Price per Unit above for the 2010 Pierce Arrow XT Aerial PUC Quint.

A signed contract must be received no later than the close of business on November 30, 2022.

The above amount reflects HGAC contract pricing.

Training Requirements: Standard

Other: 100% Performance Bond

3. **Optional Product Changes.** Customer may request changes to the Product at any time by way of a written change order. Dealer will review the request and notify Customer of any resulting changes to the Purchase Price, Delivery dates or other terms of this Agreement that will result from the change order. Dealer may accept or reject the change order request. All change orders (including new pricing and delivery dates) must be signed by the parties to be effective.
4. **Cancellation.** Customer may cancel this Agreement (or individual Units if the Product involves multiple Units in which event the cancellation fees are based on the portion of the Purchase Price for the subject Unit set forth in Section 1) prior to Delivery only by a written notice provided in accordance with Section 6. In such event,

5.E.

EXHIBIT A

Bid #656

DEALER PROPOSAL

5.E.

EXHIBIT B

Bid #656

WARRANTIES

ALLEGIANCE

— FIRE & RESCUE™ —

October 17, 2022

Town of Brookline
 Brookline Fire Department
 350 Washington Street
 Brookline, Massachusetts 02445

PROPOSAL BID#656

FOR FURNISHING



FIRE APPARATUS

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Minuteman Fire and Rescue Apparatus, LLC (DBA Allegiance Fire & Rescue) at its home office in Walpole, Massachusetts, the apparatus and equipment herein named and for the following prices:

One (1) Pierce ® Enforcer 1500 GPM Pumper \$ 771,083.00

Trade in allowance for the 2010 Pierce Arrow XT Aerial PUC Quint deduct---- \$ (36,500.00)

The above amount reflects HGAC contract pricing.

**A signed contract must be received no later than the close of business on
 November 30, 2022.**

TOTAL \$ 734,583.00

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war or international conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 420 working days after receipt of this order and the acceptance thereof at our office at Walpole, Massachusetts, and to be delivered to you at the Brookline Fire Department, Brookline, MA

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

ALLEGIANCE FIRE & RESCUE

By:

William K. O'Connor
 William K. O'Connor- VP Sales & Marketing



Town of Brookline

Massachusetts

Authorization To Hire Request Form

Send the completed form to Human Resources for review/approval. HR will send the approved form to the SB for placement on the agenda. This form is required for all full-time, regular and part-time regular positions. This excludes seasonal and temporary positions.

1. **Position Title:** Network Services Administrator **Grade:** T10

2. **Department:** Library **Division:** _____

3. **Position Control #:** 206112 **Prior Incumbent:** Emily Mitchell

a. **Reason for Leaving:** ☒ Resignation ☐ Retirement ☐ Other: _____

4. Budgetary Information:

Department Code: 6100 **Budget Code:** 510101 % _____

☐ Grant Funded-Name: _____ ☐ Revolving Fund ☐ Enterprise Fund

☒ Full-Time: # of hours/week: ☐ 37 ☒ 37.5 ☐ 40 ☐ 42 or ☐ Part-Time hrs/week: _____

6. Position Information:

Summarize the primary function of this position.

Position revised from Assistant Director for Technology to Network Services Administrator. Provides leadership and technical expertise in the selection, development, and implementation of library information technologies.

7. I have considered the following alternatives to filling this position:

There are no acceptable alternatives to filling this essential position.

11. Suggested sources for specialized recruitment advertising:

HR will work closely with the department to actively recruit a high quality diverse talent pool for this position.

13. Signatures:

Department Head: Amanda Hirst **Date:** 12/8/2022

Human Resources: _____ **Date:** _____

Town Administrator: _____ **Date:** _____

14. Approvals:

Date on SB Agenda: _____ **Date Approved:** _____



TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
Commissioner

Memorandum

To: Select Board
From: Erin Chute Gallentine, Commissioner of Public Works
Date: December 12, 2022
Re: **Authorization to Hire**
Cc: Chas Carey, Town Administrator
Melissa Goff, Deputy Town Administrator
Charles Young, Assistant Town Administrator for Finance
Ann Hess Braga, Director of Human Resources

For your meeting on December 20, 2022, I respectfully submit for your review and approval, request for authorization to hire the following positions within the Department of Public Works:

Engineering & Transportation Division
Transportation Administrator – T12

Parks and Open Space Division
Gardener-Laborer – LN2

Authorization to Hire

The Department of Public Works respectfully submits for your review and approval the attached Authorization to Hire Request forms and associated position descriptions for the above-listed positions.

The Transportation Administrator provides high-level professional, managerial, technical, and administrative work overseeing all aspects of the Town's transportation and mobility programs, development and implementation of transportation infrastructure, permitting, and use of the public right-of-way including supervisory, regulatory, planning, and technical assistance functions, grant writing and administration, primary liaison with state transportation agencies and lead staff for related policy development.

The Gardener-Laborer position is critical to the continued efficient, effective and proactive maintenance and management of the Town's parks and open spaces. It is also an important employee for the Town's snow and ice operations.

Please see attached position description for more information.

GARDENER LABORER

PRIMARY PURPOSE

Manual labor and equipment operation relating to maintenance of parks, playgrounds, fields and other facilities; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Perform a range of manual labor, including mowing lawns and fields, sweeping and blowing walkways, picking up litter, and rebuilding baseball diamonds; clean tennis courts, weed fence lines, mulch playgrounds, empty barrels in parks; plant flowers and bushes.

Rake leaves; pick up sticks; inspect play equipment and report damage to equipment, fences, and trees; trim hedges; prune trees and shrubs; make pathway improvements and repairs; remove graffiti.

Operate vehicles and equipment, such as trucks, fork lift, bobcat, ballfield conditioner, tractor, and other equipment; transport personnel and materials to and from job sites; conduct safety inspections of vehicles to ensure proper operation.

Prepare for funerals and dig graves; perform top dressing of graves, such as loaming, seeding and watering; build monument bases and dig and pour cement.

Perform field maintenance, such as overseeding with tractor or overseeder; paint lines for soccer, football, and lacrosse; roll and aerate fields; fill sand boxes; prepare pitcher's mounds; close and winterize fields; put up and dismantle nets and polls; clean courts of leaves and debris; store equipment.

May work at the skating rink to make and remove ice, paint ice surface, keep maintenance logs of ice making equipment, drive Zamboni machine to scrape, clean and make ice, and maintain equipment.

Plow snow, sand and shovel snow around public buildings; maintain power equipment, such as mowers and blowers, including lubrication and sharpening of blades.

Perform similar or related work as required, or as situation dictates.

SUPERVISION

Works under the direct supervision of the Zone Manager, following department rules, regulations and policies to complete assignments; the supervisor provides general and specific instructions; work is checked by the supervisor.

WORK ENVIRONMENT

Work is performed outside in field conditions, with exposure to constant loud noise and potential exposure to equipment with moving mechanical parts and traffic; work may be performed in adverse weather conditions, with exposure to hazards associated with trash pick-up, sanding and plowing, and use of heavy equipment. The workload is subject to seasonal fluctuations which can generally be anticipated. The employee responds to weather and other emergency situations.

The employee operates hand, power and pneumatic tools, trucks and light equipment.

5.G.

The employee has contact with other DPW employees.

Errors could result in personal injury, injury to others, unsanitary conditions, poor public relations, delay or loss of service and damage to equipment.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

High school diploma; two years of experience performing labor, driving trucks and using light equipment; experience working on grounds maintenance projects and performing snow and ice removal; experience in landscaping desirable; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENT

Valid Driver's License, Class D

KNOWLEDGE, ABILITY AND SKILL

Knowledge of equipment operation and maintenance, safety practices and work zone safety, labor practices and grounds maintenance activities; basic knowledge of landscaping.

Ability to drive and operate light equipment, assist other personnel on projects, lift heavy objects, read plans and diagrams, recognize maintenance or repair needs of vehicles and equipment.

Equipment operation and driving skills.

PHYSICAL REQUIREMENTS

Strenuous physical effort is required. The employee is frequently required to use hands to operate equipment, walk, stand, speak, hear, reach with hands and arms, crouch, crawl, stoop, climb, and continuously lift or move items weighing up to 100 pounds. The employee is required to work in adverse weather conditions. Vision requirements include the ability to read routine documents and operate equipment and vehicles.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:

10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:	<u>Erin Chute Gallentine</u>	Date:	_____
Human Resources Director:	_____	Date:	_____
Town Administrator:	_____	Date:	_____

14. Approvals:

Date on BOS Agenda:	_____	Date Approved:	_____
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15. Notes:



Town of Brookline

Massachusetts

Authorization To Hire Request Form

1. Position **TITLE**: _____ Grade: _____

2. Department: _____ Division: _____

3. Position Control #: _____ Prior Incumbent: _____

a. Reason for Leaving: _____

4. Budgetary Information:

Department Code: ____ Budget Code: _____ % _____

☐ Grant Funded-Name of Grant: _____ ☐ Revolving Fund ☐ Enterprise Fund

6. Employment Type:

☐ Full-Time: # of hours/week: _____ ☐ Part-Time: # of hours/week: _____

☐ Permanent ☐ Temporary: expected end date (required) ____/____/____

7. Method of Fill:

☐ Promotion – To be Posted Internally from: ____/____/____ to ____/____/____

☐ New Hire ☐ Transfer – Please explain: _____

8. List the top three essential functions of this position:

1. _____

–

2. _____

–

3. _____

–

9. I have considered the following alternatives to filling this position:


10. The alternatives are less desirable than new hire action for the following reasons:-continued on reverse side-

Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

12. Please attach the current position description.

13. Signatures:

Department Head Signature:		Date:	12/12/2022
Human Resources Director:		Date:	
Town Administrator:		Date:	

14. Approvals:

Date on BOS Agenda:		Date Approved:	
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15. Notes:

TRANSPORTATION ADMINSTRATOR

PRIMARY PURPOSE

Professional , technical and administrative work overseeing all aspects of the Transportation Division programs including regulatory, planning and technical assistance functions and other related work as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

Assigns work tasks for all transportation programs and projects; reviews work of consultants engineers and staff. Make recommendations to the Transportation Board, Commissioner of Public Works and Director of Engineering and Transportation.

Research and develop reports and documentation relating to vehicular parking, traffic movement and flow management.

Plan and oversee traffic signage and pavement marking inventories; oversee the collection and evaluation of data for insertion in the GIS database: develop budgets for sign marking and replacements efforts; evaluate new technologies.

Plan, organize and manage the processes for determining pedestrian/vehicular movement in the Town; ensure that proper data collection methodologies are used and organize data collection efforts; analyze data and translate data into conclusions and make recommendations.

Prepare monthly reports for the Transportation Board, including engineering analysis, conclusions and recommendations relating to traffic flow, signal operations, signage and markings.

Review site development proposals and prepare reports; develop strategies to implement traffic calming measures in neighborhood streets; plan and conduct neighborhood meetings; work with engineers to develop construction documents and budgets.

Exercise functional supervision of personnel

Perform similar or related work as required or as the situation dictates.

SUPERVISION

Works under the administrative direction of the Director of Engineering and Transportation, following department policies and professional standards to complete assignments; professional judgment and decision – making required; the Director provides general oral instruction and suggests and reviews the results of work.

WORK ENVIRONMENT

Most of the work is preformed in an office; some work is preformed outside in field conditions, with exposure to constant loud noise and potential exposure to equipment, hazards associated with construction sites and environmental hazards such as chemicals or contaminants. The workload is generally stable, but the nature of the work changes to reflect project phases.

The employee operates standard office equipment, light trucks and automobiles.

The employee has contract with town boards and commissions, other town departments, regulatory agencies, contractors, public utilities, consultants and the general public.

Errors could result in monetary loss, injury to others, delay or loss of service and damage to equipment.

RECOMMENDED MINIMUM QUALIFICATIONS

Education and Experience

Bachelor of Science Degree in civil engineering, management/planning or a related field. Five years of responsible charge in the aforementioned fields with at least two years with a municipality.

Knowledge, ability and skill

Knowledge of traffic data collection and analysis, traffic control and signal systems, traffic signage and pavement markings, traffic calming measures, state and federal highway manuals and standards.

Ability to develop reports and identify project problems and find solutions. Interpret plans, specifications, traffic data and related information, represent the town, communicate effectively and make public presentations.

Planning skills and oral/written communication skills.

PHYSICAL REQUIREMENTS

Most work preformed in an office; some work is preformed in the field; moderate physical effort required when performing field duties. The employee is required to speak and hear, use hands to operate equipment, walk, stand, sit, lift or move items weighing up to 30 pounds and carry equipment. The employee is required to work in adverse weather conditions. Vision requirements include the ability to read routine and technical documents, operate vehicles and use a computer.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer, as needs of the employer and requirements of the job change.

Authorization To Hire Request Form

- Page: 71

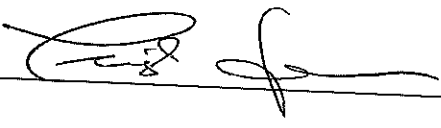
Authorization To Hire Request Form

11. Suggested sources for specialized recruitment advertising: (other than local papers)

Human Resources will work closely with the department to post the position widely with recruiting websites and multiple targeted affinity group job boards, professional groups and diversity recruiting sites.

12. Please attach the current position description.

13. Signatures:

Department Head Signature:		Date:	12/15/22
Human Resources Director:		Date:	
Town Administrator:		Date:	

14. Approvals:

Date on BOS Agenda:		Date Approved:	
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15. Notes:

5.H.

CUSTODIAN/ BUILDING CUSTODIAN Grade MN-02

PRIMARY PURPOSE

Custodial work cleaning swimming pools and recreation buildings; other related work, as required.

Manual and custodial work in and around municipal buildings; other related work, as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

The essential functions or duties listed below are illustrations of the various types of work performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Clean and maintain recreation facilities including, and not limited to, aquatics center and recreation buildings; Oversee maintenance and ensure proper operations at recreation facilities, as required; maintain health and safety standards for recreation facilities; check and log filter pressure, pump pressure, dehumidification pressure, and other readings; check water clarity, flow rate, chemicals, and temperature; vacuum pool; wash and replace filters; clean copper plates and make other adjustments; perform other pool-related maintenance functions, such as replacement of broken valves, tubing, pumps and pump heads. Maintain records and log books in accordance with Certified Pool Operator requirements and Department of Public Health licensing; Maintain records of oil readings, boiler room needs, work orders; assist as needed in department manual and maintenance needs.

Drain compressor tanks, exercise valves, fill acid vat, monitor chlorine tank level and replace equipment; clean pool; adjust chemicals.

Sweep, mop and wax floors and other rooms and offices, stairways, halls and bathrooms; sweep and hose pool deck, gallery, locker rooms, bathrooms, and showers of aquatics center.

Perform similar or related work as required, or as situation dictates.

Oversee maintenance and ensure proper operations at the public safety building and other buildings, as required; keep track of oil readings; check boiler room for problems; keep records of generator hours and fuel consumption; identify problems and notify supervisor of problems; open and close buildings, when necessary; assist others, as requested; assist building craftsmen.

Disinfect facilities of all hazards such as blood, urine, vomit and other debris; hose down, as required; replace light bulbs; pick up and deliver cleaning supplies and paper supplies; remove trash and recycling bins; vacuum building; clean and mop floors and stairways; clean bathrooms;

*Brookline, Massachusetts
Custodian - Recreation Department*

1

5.H.

Require the ability to follow an established schedule and complete assigned tasks; employee works independently performing routine tasks.

Perform similar or related work as required, or as situation dictates.

SUPERVISION

Works under the direct supervision of the Asst. Recreation Director or Sr. Custodian , following department rules and regulations; instructions are provided both orally or electronically.

WORK ENVIRONMENT

Work is performed in the recreation centers and facilities including but not limited to the aquatics, early childhood, gymnasium, rink, classrooms, offices, and other public buildings. Work is subject to schedule changes resulting from weather, special events, enrollment, both preventative and emergency maintenance. Employee works weekday, weekend and evening hours in accordance with the center needs and occupancy.

Work is generally conducted indoors; occasional outdoor work required, with some exposure to weather conditions; employee has some exposure to fumes associated with standard cleaners and noise associated with cleaning and maintenance equipment.

The employee operates cleaning, hand and power tools and standard office equipment.

The employee has contact with the general public incidental to essential functions, other town departments, such as the Building Department and School Department, and vendors.

Errors could result in monetary loss, personal injury or injury to others, or delay or loss of service and damage to facilities and equipment.

The employee operates standard cleaning and maintenance equipment (scrubbers, floor machines, vacuum, pressure sprayer), and an automobile.

The employee has regular communication with other town employees.

RECOMMENDED MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

High school diploma, or equivalent; one year of experience in custodial and maintenance work; or an equivalent combination of education and experience.

ADDITIONAL REQUIREMENT

Certified Pool Operator, upon employment
Valid Driver's License, Class D

*Brookline, Massachusetts
Custodian – Recreation Department*

5.H.

KNOWLEDGE, ABILITY AND SKILL

Knowledge of cleaning materials and methods; general knowledge of HVAC systems, plumbing and electrical systems, and building maintenance; general knowledge of MSDS requirements

Ability to follow written and oral instructions and determine the need for maintenance or building repair.

Perform basic building maintenance and repair skills.

PHYSICAL REQUIREMENTS

Moderate to strenuous physical effort is required to perform duties; most work requires the ability to stand and walk, use hands to operate equipment, kneel and stoop, climb and balance, and move or lift equipment, supplies, furniture weighing up to 60 pounds. (such as bags of chemicals or supplies) and use hands to operate equipment and tools. Vision requirements include the ability to read documents, use a computer and operate equipment.

This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.



Jennifer M. Paster
Acting Chief of Police

BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

To: Mr. Charles Carey, Town Administrator

From: Jennifer M. Paster - Acting Chief of Police

Subject: Student Officer Request

Date: December 7, 2022

Sir,

The Brookline Police Department is requesting the approval of six (6) applicants to be hired as Student Officers for the upcoming Cambridge Police Academy, beginning on January 9, 2023. This process began on July 18, 2022, when the Commonwealth of Massachusetts' Department of Human Resources furnished this agency with a Candidate list. Twenty eight (28) applicants responded to the announcement. Of these twenty eight (28) applicants, twenty (20) applicants submitted employment packages.

Applicants were subjected to:

- A) Background Investigations
- B) Drug Screenings
- C) Employment Interviews
- D) Medical Examinations
- E) Written Psychological Testing
- F) Psychological Interviews
- G) Physical Agility Testing
- H) Academy Entry Level Physical Fitness Test

During this process, numerous applicants withdrew from the process. When the process was completed, eight (8) applicants were eligible to continue and take part in the Civil Service Physical Abilities Test and Recruit Academy (ROC) Entry-Level Fitness Standard Exam. Six (6) of the applicants successfully completed both tests.



5.I.

The Brookline Police Department requests the following six (6) applicants be appointed as Student Officers:

Kelly Pierce – Ms. Pierce is a 29 year old female who currently resides in Waltham, and is a former Brookline resident. The applicant graduated from Northeastern University with a Bachelor's degree in Psychology (2019). Since graduation she has been employed by our agency as a Brookline Public Safety Emergency 911 Dispatcher and was previously employed in our agency as Co-Op Student from Northeastern University.

Paul Cannon- Mr. Cannon is a 28 year male who currently resides in Boston Massachusetts. He was born and raised in Ireland in the city of Galway and has dual citizenship. Mr. Cannon is a combat veteran and served in the U.S. Marine Corps from 2013-2018. He graduated cum laude from John Jay College of Criminal Justice (2022) and is currently employed by UPS.

Jordan Berkeley — Mr. Berkeley is a twenty four year old male who grew up in Riverhead, NY. He has served in the United States Marine Corps since June of 2019 and is a Marine Reservist with a specialty in military police occupations. Mr. Berkeley is currently a New York state certified Firefighter and he volunteers with both the Riverhead Fire and Riverhead Ambulance Corps. He is currently completing his certification as an EMT and is currently employed as an HVAC Technician.

Janibel Brea – Ms. Brea is a twenty seven year old female who resides in Dorchester. She is currently enrolled in a Criminal Justice Program at Southern New Hampshire (SNHU). She has been employed a corrections officer with the MA Dept. of Corrections since 2019, working in the pre-release facility.

Katherine Irizarry – Ms. Irizarry is a 32 year old female who resides in Roslindale. Ms. Irizarry graduated from Regis College with a Bachelor of Arts Degree (2012) and from Cambridge College with a Master of Education in Mental Health and School Counseling (2020). She has been employed as a Professional School Counselor in the Everett Public Schools since 2020.

Benjamin Yocum – Mr. Yocum is a 25 year male who resides in Somerville. He is originally from New Jersey, and graduated from Montclair State University with a Bachelor's Degree in Justice Studies (2019). He has been employed a personal banker and universal teller at Cambridge Savings Bank since 2020.



5.I.

This group of students will be one of our most diverse classes to date, with three women, two of whom are women of color) and one African-American male. Upon approval, they will be enrolled in the Cambridge Police Academy, located at Northeastern University in Boston, beginning on January 9, 2023

If you have any questions regarding these requests, please feel free to contact me. I thank you for your assistance in these matters.

Respectfully Submitted,



Jennifer M. Paster
Acting Chief of Police

JMP/cbm





TOWN OF BROOKLINE
Massachusetts
DEPARTMENT OF PUBLIC WORKS

Erin Chute Gallentine
 Commissioner

INTEROFFICE MEMORANDUM

To: Select Board of Brookline
 Charles Carey, Town Administrator

From: Todd M. Kirrane, Transportation Administrator

Date: December 15, 2022

Re: Greenspot EV Fee Proposal

Cc: Robert King, PE Director of Engineering & Transportation
 Thomas Barrasso, Director of Sustainability
 Joseph Desimone, Chief Operating Officer - Greenspot

Leading the charge against climate change at the local level, the Select Board adopted the comprehensive [2018 Climate Action Plan \(CAP\)](#) and has set forth a policy to prioritize planning to achieve zero emissions community-wide by 2050, as recommended by its Climate Action Committee (SBCAC). CAP Strategy 3, Improved Transportation Options, prioritizes implementing modes of transportation that do not rely on fossil fuels. Additionally, at the Fall 2019 Special Town Meeting, Town Meeting members recognized the large contribution to greenhouse gas emissions by the transportation sector and overwhelmingly adopted Warrant Article 31 that called for the Town to implement policies, programs, and projects to support healthy and sustainable modes of transportation in support of the 2050 goal.

An effort to both electrify transportation and reduce vehicular congestion, the Beacon Street Green Transport Program was meant to integrate multiple green transport modes and staff hoped that it would serve as a green transport model not only for its comprehensive plan but especially for the effort to coordinate infrastructure improvements and pilots for all modes in a holistic, complementary manner. The plan combined a partnership with Eversource to install the infrastructure needed to support Level 2 and DC Fast Charge along the Beacon Street median and Greenspot to install, maintain, and operate EV chargers. The infrastructure project would introduce 23 charging ports—a combination of Level 2 and DC fast chargers—and ten EV car share vehicles distributed among eight segments of a two-mile stretch of the Beacon Street median, from St. Mary's Street near Kenmore Square to Ayr Road near Cleveland Circle at no cost to the Town. Unfortunately, the vast majority of the project was unable to move forward. The MWRA had decided not to issue the required permit that

5.J.

would have allowed for the construction of the electrical infrastructure and EV chargers along the Beacon Street median above their critical underground water infrastructure. The one location that is advancing is for the installation of a DC Fast Charger in the eastbound median at the intersection of Beacon Street and Webster Street in Coolidge Corner.

Because Eversource had earmarked funds in their phase one of the Make Ready Program through the Massachusetts Department of Public Utilities for the Town, they have worked with Town staff, members of the Shared Mobility Advisory Committee, and Greenspot to identify locations where we can achieve a similar sized installation. The two locations identified as viable options by the group was the Kent/Webster Street lot in Brookline Village and Fuller Street lot in JFK Crossing. A requirement for this program is a commitment on the part of the community to install and maintain EV Chargers at these locations. In accordance with the 2019 MOU between the Town and Greenspot, the Board signed a Letter of Commitment with Greenspot to install, maintain, and operate the EV Chargers in the three locations (Beacon Street Median, Kent/Webster Place Lot, Fuller Street Lot) in accordance with the previously agreed upon terms and conditions. The strategic partnership with Eversource and our agreement with Greenspot will allow the Town to grow our publicly accessible DC Fast Charging capacity from 0 to 1 and our Level 2 Charging capacity from 10 ports to 42 ports at no cost to the Town. A tracking of all pending publicly accessible charging projects is available on the Engineering & Transportation Division's website <https://www.brooklinema.gov/2500/Publicly-Accessible-Electric-Vehicle-Cha>

With the previously mentioned DC Fast Charging location ready to come online in the Beacon Street median in Coolidge Corner, Greenspot has proposed the attached pricing schedule in compliance with Section 6 "Rate Setting Policy" of the 2019 agreement between the Town and Greenspot. The goal is to establish a normal rate for Level 2 and DC Fast, a peak demand rate, an extra fee for staying beyond charging need to ensure regular turnover, and finally a commitment to the overnight regulation. The proposed rates, as intended, are meant to be market rate to meet the operational needs and cost recovery of Greenspot. Additionally, though not required by the agreement, Greenspot has accepted my request to work with the Town to create a reduced equity pricing program for qualified users after 6 months of operations.

Finally, as intended in 2019 and in full compliance with the Massachusetts Department of Utilities (DPU), the Town will be able to assess the same fee at the publicly accessible charging stations owned by the Town to recapture the expenses the Town has traditionally paid for since we installed our first charging station over a decade ago. To date, based on cost estimates from Chargepoint using a \$.20 per kWh, the Town has already spent approximately \$18,490 subsidizing the 475 unique users this fiscal year alone. The start date for assessing this fee can be a future agenda item brought to the board in the new year by Town staff from the Sustainability Office, Finance Department, and Town Administrators office.

Greenspot JC, LLC
 155 2nd Street
 Jersey City, NJ 07302
 12/15/2022



Dear Town of Brookline (“the Town”):

Re: Section 6 – Rate Setting Policy for Electric Vehicle Charging Infrastructure License Agreement.

Greenspot has completed market pricing research around publicly available, non-proprietary plug, commercial Level 2 and DC fast charging equipment. Our findings are the following:

1. The pricing for publicly available Level 2 chargers varies widely from EVgo charging \$0.42/kWh (kilowatt-hour) in Boston to other operators closer to Brookline charging between \$0.49/kWh to \$1.89/kWh.
2. The closest public, non-proprietary plug DC fast charger is in Boston, operated by EVgo. Their rate is set to \$0.44/kWh.

Based on this analysis we recommend instating the following pricing policies at the launch of the new charging stations. Once we are through the first 6-months of operations and based on the cost of electricity, we’ll determine if equitable discounts can be applied for Town residents.

6a. Base Rate:

Level 2: \$0.40/kWh
 DCFC: \$0.44/kWh

6b. Peak-Demand Rate:

Level 2: \$0.45/kWh
 DCFC: \$0.49/kWh

6c. Idle Parking Rate:

Level 2: \$3.00/hour (approximately \$0.40 x 8.33kWh, the kWh output of the Level 2)
 DCFC: \$19.00/hour (approximately \$0.44 x 43.33kWh, the kWh output of the DCFC)

6d. Overnight Parking Policy: We encourage the Town to issue citations to internal combustion engine (ICE) and alternative fuel vehicles (ZEV / PHEV) that are parked in an EV charging designated spot and; (i) not plugged in or (ii) plugged in where the status is “initiating a charge,” which means they did not charge their vehicle and are not idle parking when the status would be “suspended charge.”

Sincerely,

GREENSPOT JC, LLC

Joseph Desimone
 Chief Operating Officer

Joseph Desimone

By:

12/15/2022

Date:

5.J.

Electric Vehicle Charging Infrastructure Electric Vehicle Car Share Memorandum of Understanding and
License Agreement
For

Brookline, Massachusetts

Submitted By:

Greenspot JC, LLC
August 1, 2019

To: Town of Brookline, Massachusetts

From: Michael Mazur, Greenspot, JC LLC

Date: August 1, 2019

Re: Proposal Submission for Electric Vehicle Charging Infrastructure, Electric Vehicle Car Share

This letter serves to confirm the information below formally:

1. The submitting proposer is Greenspot JC, LLC, A New Jersey Corporation
2. The Undersigned is a Corporate Officer of the Organization, and has full Authority to contractually obligate the Corporation.

Full Contact Details are:

Michael Mazur
Chief Operating Officer
Greenspot JC, LLC

155 Second Street,
Jersey City, New Jersey 07302
Tel: 917-345-6122

Email: michael@joingreenspot.com

- 3) On behalf of the Corporation, I acknowledge receipt of the proposal provided.

Yours truly,



Michael Mazur
Chief Operating Officer
Greenspot JC, LLC

1 - Vendor Information

- a. **Name of Vendor:** Greenspot JC LLC
Primary Contact: Michael Mazur, Chief Operating Officer
- b. **Address:** 155 Second Street, Jersey City, New Jersey 07302
Email: Michael@joininggreenspot.com
Phone Number: 917-345-6122

c. **Vendor Qualifications and References:**

Beginning with its pilot program in Jersey City, NJ Greenspot has continued to provide municipalities with smart mobility and environmentally conscious transportation solutions since its inception in 2014. Greenspot's program has been implemented in Jersey City, NJ, Secaucus, NJ and Mamaroneck, NY and has sites under development in Newton, MA; Columbus, Ohio; Hempstead, NY; Woodbridge, NJ; Holmdel, NJ as well as in Israel, through a partnership with their Ministry of Energy. Most recently, Greenspot has signed a contract with Asbury Park, NJ with rights to install its shared mobility program in 100 publicly accessible parking spots in the City.

Greenspot is excited by these developments and it looking forward to helping facilitate EV adoption and revolutionize transportation by making it more efficient, sustainable, equitable and effective.

Greenspot's prior projects working with multiple partners throughout Jersey City, NJ provide it with the experience necessary to meet the needs of the Town of Brookline. Greenspot installed nine Level II electric vehicle charging stations with 18 ports, and one DC fast charger in Jersey City, and worked with the municipality, the utility, electricians, and contractors in the process. Subsequently, Greenspot installed additional Level II chargers, with the groundwork laid for additional charging stations (DC or Level II) as needed, in additional locations.

Greenspot worked with the municipality to ensure charging stations were optimally placed while being cognizant of EV charging specifications and socket location on the EV itself. For example, Greenspot installed charging stations at an angle due to street and traffic constraints. Greenspot wanted to ensure that all vehicles using its charging stations would charge seamlessly without disrupting traffic. Greenspot oversaw the entire implementation of its shared EV mobility program, which it brought in and contracted with shared mobility operators on its own merits, with no intervention from the municipality. At Greenspot's Jersey City location and its other locations throughout the United States and abroad, Greenspot makes an effort to monitor EV stations usage on a daily basis through state-of-the-art data analytics platforms.

In addition to working with municipalities, Greenspot collaborates with universities in New York, Maryland, Pennsylvania, and Israel, such as Bard College, Washington College, University of Pennsylvania (Wharton), and The Technion – Israel Institute of Technology. Greenspot maintains working relationships with educational institutions in order to continue conducting research on data collected from Greenspot charging stations. Data gathered measures metrics such as utilization rates, demographics of the shared mobility program, traffic and parking analysis - with the assistance of the municipalities, as well as electricity consumed, time of day of the electricity being consumed, and the number of unique charging sessions.

For their efforts to provide sustainable transportation options to all New Jersey residents, Greenspot was awarded the Governor's Award for Environmental Excellence. Greenspot was awarded with this prestigious

right of way and removing snow from charging stations and or snow from vehicles. Greenspot will ensure that all vehicles and charging equipment is installed, maintained and operated in a safe and proper manner.

2 - Equipment and Technology

a. *Vehicles: Exclusively Electric Preferred*

Greenspot anticipates providing Brookline with a variety of shared electric vehicles. These vehicles may come in a variety of shapes and sizes to accommodate differing trip types, based on Brookline residents' unique needs. Greenspot will integrate a more diverse array of EV models as demand dictates.

b. *Charging Station Hardware:*

Greenspot anticipates using charging station hardware manufactured by companies such as BTC Power, or similar. Greenspot will vet hardware providers to determine the optimal hardware solution for the municipality.

Compatibility:

- All Level II charge connectors will be SAE J1772. This allows the vast majority of EVs to charge at Greenspot's charging stations, including Tesla.
- DC Fast Chargers connectors (if applicable) will have both CHAdeMO and Combined Charging Systems (CCS) Type 1 connectors. The vast majority of EVs, including Tesla vehicles will have the ability to charge at these stations.

Speed:

- SAE J1772 charging stations installed are expected to deliver between 6.6 and 7.7 kWh of charge at 240 volt. These chargers are expected to provide between twenty to twenty five miles of Range Per Hour (RPH).
- DC Fast Chargers installed are expected to deliver between 24 to 350 kWh of charge at 480 volt. These chargers are expected to provide fifty to one hundred miles of RPH.

Cable Management: Cables/cords will be easy to use and operate. They will be able to accommodate vehicles in adjacent parking spots. Cables will be self-retracting and lightweight, to minimize maintenance requirements and for ease of use purposes.

Energy Efficiency: All versions of charging stations that Greenspot implements consist of features to reduce energy consumption. Greenspot will work with BTC Power or other comparable charging station manufacturers to ensure energy is efficiently and optimally used. Greenspot encourages off-peak charging by offering dynamic pricing schedules. Greenspot uses a data-driven approach and will work together with Brookline and Eversource to determine specific charging habits and trends, which will be the foundation of future project initiatives.

c. *Charging Station Software Technology: Networking, Data Capture, Pricing, Web-based /Mobile Apps, Payment Options*

Greenspot anticipates installing Greenlots charging station software technology throughout Brookline.

Networking: Greenspot will use a charging station software provider who is networked and OCPP approved.

Data Capture: Greenspot anticipates using software which is capable of producing date and time stamped automated reports, provide unique IDs for charging events, have unique IDs for EVSE, flexible

pricing/billing options, data analytics, real-time information for drivers, remote access through web-based and mobile apps and maintenance. Stations installed will additionally have the ability to capture and prepare non-confidential automated and custom reports by location, such as real-time use and historic data on kWh usage, frequency of use, finances, fuel/charge information, vehicle locations, port type, charging event duration, session fee, malfunction or operating error.

Pricing: Software installed will be capable of setting charging station fees by time, session, kWh, and zip code and encourages off-peak charging by offering dynamic pricing schedules.

Web-based/Mobile Apps: Software installed will provide customers access to stations via a mobile app or other web-based device. This provides customers access to see real-time availability of stations and monitor energy usage at stations.

Payment Options: The fee collection system will allow for multiple payments to be accepted, including mobile applications, access codes or RFID cards, all without incurring additional fees or delays for charging station or electric shared mobility users. Additionally, charging station technology has point-of-sale and supporting network software that uses an open protocol to allow subscribers of other EV charging system networks to access the EV charging station.

d. *Carshare, (In-House or Outside Service); Vehicle Models and Range of Models*

Greenspot intends on utilizing both in-house car share vehicles as well as outside service vehicles. Greenspot anticipates that all vehicles installed throughout Brookline will be all electric, capable of a minimum range of 200 miles. Greenspot reserves the right to operate PHEV's, such as the Chevy Volt. The use of PHEVs would be as an intermediate transition mode, which allows the public to be educated about EVs. Once a comfort level has been established Greenspot anticipates utilizing a fleet of 100% EV only vehicles.

Greenspot anticipates adding additional layers of shared mobility in Brookline such as first-last mile and/or additional micro transit solutions. The additional layers of mobility will be developed for the unique needs of Brookline, and may be part of the initial phases of the program, pending site and location feasibility.

e. *Display of Logo and Examples of Signage at Site and On Vehicles*

Greenspot will install one 69" X 41" sign for every 4 designated vehicle parking spaces to describe the charging stations and car-sharing vehicles. Greenspot reserves the right to ad space on EV charging stations, and may otherwise use advertisements on or inside vehicles, at locations, and on mobile applications. Greenspot maintains that no alcohol products, tobacco, tobacco substitute products or adult products will be sponsored, marketed, licensed, distributed, or sold at Greenspot signage.

f. *Assumption of All Related Costs*

Greenspot assumes all related costs of the project with the exception of the scope of work of the Eversource Make-Ready Infrastructure grant.

3 - Program Size and Location

a/h. *Number of Charging Stations, Locations and Parking Spaces Served, Vehicles for Car Share Ayr Road*

Greenspot anticipates installing its program in four parking spaces at the median immediately adjacent to the T-stop which intersects with Ayr Road and Beacon Street. At these four parking spaces, Greenspot

anticipates installing two Level II charging stations. Two parking spaces will be reserved for shared mobility and two spaces will be reserved for public use EV car charging.

Brandon Hall

Greenspot anticipates installing its program in four parking spaces at the median of the Brandon Hall train stop on Beacon Street. At these four parking spaces, Greenspot anticipates installing two Level II charging stations. Two parking spaces will be reserved for shared mobility and two spaces will be reserved for public use EV car charging.

Dean Road

Greenspot anticipates installing its program in four parking spaces at the intersection of the Dean Road and Beacon Street. At these four parking spaces, Greenspot anticipates installing two Level II charging stations. Two parking spaces will be reserved for shared mobility and two spaces will be reserved for public use EV car charging.

Englewood Road

Greenspot anticipates installing its program in four parking spaces at the intersection of Englewood Avenue and Beacon Street. At these four parking spaces, Greenspot anticipates installing two Level II charging stations. Two parking spaces will be reserved for shared mobility and two spaces will be reserved for public use EV car charging.

St. Paul

Greenspot anticipates installing its program in four parking spaces at the intersection of St. Paul Street and Beacon Street. At these four parking spaces, Greenspot anticipates installing two Level II charging stations. Two parking spaces will be reserved for shared mobility and two spaces will be reserved for public use EV car charging.

c. Approach to Expanding the Program in the Future

To the extent allowed by and in accordance with Massachusetts General Laws, Greenspot anticipates expanding the program. Greenspot may begin by expanding its program to locations already equipped with charging infrastructure from the Eversource Make-Ready Infrastructure grant, or to other new locations selected jointly by Greenspot and the Town.

Greenspot reserves the right to install DCFC stations and/or Level II charging stations, as well as its shared mobility program in locations developed by Electrify America, with approval from the Town of Brookline.

4 - Project Timeline and Installation

a. Program Commencement Term

Greenspot commits to installing its stations within 6 months to one year following the completion of the Eversource Make-Ready Infrastructure grant, contingent upon receiving all relevant municipal and state level approvals.

b. Project Management and Oversight

Greenspot will provide project management and oversight for the project including the operation and maintenance of all aspects of the shared mobility program, including the electric vehicle charging stations, the designated parking spaces, and all other infrastructure and services involved in the project. The program will be managed by an experienced Greenspot Project Manager - who will cover and oversee the

entire program deployment, with the guidance of the Greenspot leadership team. Once stations are in the ground, the Greenspot team will operate the charging stations and shared mobility program. Greenspot will work with Brookline to ensure program is consistently utilized, functional and accessible.

c. *Point of Contact*

Michael Mazur, 201-948-5030

Brett Muney, 201-540-8740

Rosie Lenoff, 571-748-8160

d. *Permitting Process*

Greenspot will obtain permits required for installation and operation of the EVSE and shared mobility program including a wiring permit from the Building Department and a street occupancy permit from the Department of Public Works, and for the demolition of concrete or asphalt, as needed. Additionally, Greenspot will perform all installation work in accordance with all (as applicable) local, state and federal zoning and code requirements. Greenspot takes responsibility for all plans and documents for supplying and metering power, maintaining that all charging stations will be in compliance with the Americans with Disabilities Act (ADA) and in compliance with National Electrical Code and FCC regulations.

e. *Vendor for Installation*

Greenspot will use Voltrek for charging station installations.

f. *Assumption of All Installation Costs*

Greenspot will assume the installation costs of the program, with the exception of the installation costs which are covered by the Eversource Make-Ready program. Greenspot will not assume costs covered by the Eversource Make-Ready program. The Town of Brookline will not assume the costs of installation of the EVSE for this project.

g. *Relocation of Charging Stations*

Greenspot confirms the authority of the Town of Brookline to relocate charging stations following location approval by Greenspot, at the Town's expense. If the decision is made to relocate Greenspot charging stations, the Town of Brookline shall be responsible and cover costs for the entire relocation process, including but not limited to supplying necessary power to new locations, the installation of charging stations and repair of any damage occurring directly or indirectly as a result of the relocation. If stations are relocated Greenspot shall also be compensated for any revenues when stations are not operational. The Town of Brookline shall help Greenspot advertise relocation of program through its advertising channels.

5 - Operations and Maintenance: Detail Operations and Maintenance Plans, Including But Not Limited To:

a. *Inspections, Maintenance, Repair; Maintenance Schedule*

Greenspot takes responsibility for the inspections, maintenance, and repair of all aspects of the shared mobility program, including the electric vehicle charging stations, the designated parking spaces, and all other infrastructure and services involved in the project. Greenspot understands this responsibility to include maintenance and general upkeep of the shared mobility program including troubleshooting and maintaining repairs consistent with or exceeding manufacturer's recommendation, mobility improvements, and insurance for the shared mobility program and related equipment.

b. *Cleaning*

Greenspot will coordinate regular cleanings of the vehicles, charging stations and surrounding areas by the car share provider

c. *Winter Operations*

Greenspot will provide winter operations, making sure equipment is accessible and safe to use in the wintertime. Greenspot understands this includes making best efforts to adhere to snow clearance requirements of the Town. Winter operations may include removing vehicles from right of way and removing snow from charging stations and or snow from vehicles.

d. *Supply and Payment of Electricity*

Greenspot anticipates supplying electricity for vehicles used at its charging stations through Brookline's All Green program. For stations open to the public Greenspot will charge end-users a fee consistent with market rates, Greenspot generally charges at an hourly rate, which is inclusive of electricity costs.

e. *Commitment to Moving of Vehicles as Required by Town, Along with Procedures*

Greenspot takes responsibility to move vehicles for a temporary period as required by the Town at no cost to the Town. Town will provide, if required, alternative locations to park the vehicles at no cost to Greenspot.

f. *Commitment to Register Vehicles*

Greenspot shall register any and all Greenspot vehicles housed at the designated locations with an appropriate Brookline, Massachusetts address and all motor vehicle excise taxes due as a result shall be paid to the Town of Brookline during the term of this Agreement. Failure to register the vehicles in Brookline shall result in an additional payment to the Licensor equal to the excise tax that would have been due had the vehicles been so registered during the term of this Agreement with the Commonwealth of Massachusetts Registry of Motor Vehicles.

g. *Insurance*

Greenspot shall provide a certificate of liability insurance that names the Town as an additional insured party with minimum limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate.

Greenspot shall indemnify and save the Town harmless from any and all manner of suits, claims, or demands arising out of any act, errors, omissions or negligence by the Company (including all its employees or agents) in performing under this license, or any breach of the terms of this Agreement by the Company to the extent that the act, error, omission, negligence or breach results in property damage or personal injury to any third-party. Greenspot shall reimburse the Town for any and all costs, damages, and expenses including reasonable attorney's fees which the Town pays, or becomes obligated to pay, by reason of such suits, claims or demands. Greenspot will not indemnify, defend or hold harmless the Town or the Town's Indemnified Parties from and against any Claims resulting from or arising out of the gross negligence or willful misconduct of the Town. The provisions of this Section shall be in addition to and shall not be construed as a limitation on any other legal rights of the Town expressed or not expressed in the license agreement.

h. *Meeting with Town and Public*

Greenspot will propose a plan and work with the Town of Brookline to educate and prepare the community for the project. Greenspot understands outreach activities to include but not be limited to: hosting local "meet and greet" events, holding public meetings, hosting demonstration events and neighborhood group presentations, hosting block parties regarding electric vehicle charging stations and electric shared mobility, advertising at community events through local media platforms,

presenting and meeting with key stakeholders, advocate groups, government groups, and with local utilities.

i. Marketing Plans

Greenspot anticipates using online social media marketing as a key aspect of introducing the Town to Greenspot's services. Greenspot will use its own platforms to share information about the program, as well as posting on community sites, pages and websites. Greenspot intends on hosting demonstration events to help the public understand how they can use and benefit from the program, as well as positively impact the environment. Greenspot anticipates working with Brookline to coordinate posts on Brookline's official government website.

j. 24-hour Customer Service Phone Number and Other Customer Service Provisions

Greenspot will take measures to ensure that its charging stations will be available on-demand to residents and visitors alike 24 hours/7 days a week. Greenspot's shared vehicles are expected to be available for the general public 365 days a year, for hourly, daily or weekly rental, accessible via mobile app/website. Greenspot takes responsibility for troubleshooting and communication issues with the charging station manufacturer, software provider, and shared mobility operator/s. Greenspot will list customer support contact information on charging stations accessible via mobile app, website and phone number, enabling members of the public to ask questions, report maintenance issues, request refunds or otherwise receive support via multiple mechanisms.

Greenspot's principal staff will be in charge of running the daily operation of the Brookline project. To deepen the impact of Greenspot's work in the Boston area, Greenspot is planning to open a Boston office within the coming 3 years. As needed, Greenspot will hire local contractors to manage the weekly cleanings of the vehicles and charging stations.

k. Point of Person to Act as Liaison for Town

Rosie Lenoff
571-748-8160
rose@joininggreenspot.com

l. Assumption of All Operation and Maintenance Costs

Greenspot takes responsibility for the operation and maintenance of all aspects of the shared mobility program, including the electric vehicle charging stations, the designated parking spaces, and other infrastructure and services involved in the project. Greenspot understands this responsibility to include shared mobility maintenance and general upkeep, shared mobility improvements, and insurance for the shared mobility program and related equipment. Greenspot will subcontract or employ local teams of maintenance personnel who will be responsible for maintaining Greenspot charging stations and shared vehicles. Said teams will inspect vehicles, parking spots and charging stations on a weekly basis.

6 - Rate-Setting Policy

a. Commitment to Submitting Notice to Town with Rates for EV Charging and Approval of Rates By Town

Greenspot commits to submitting a notice to the Town of Brookline which includes rates for electric vehicle charging based on time of day. Greenspot understands these rates must be approved by the Town of Brookline.

b. Ability to Set Peak-Demand Pricing

The charging stations that Greenspot installs will have the ability to adjust pricing by time of use, including higher rates for peak demand times. Greenspot will encourage off-peak charging through the offering of dynamic pricing schedules throughout the day. Greenspot will work with Eversource and the software provider to control the back office support to provide this service.

c. Ability to Increase Charge for Vehicles Who Remain Plugged in After Maximum Time Allowed

Greenspot's smart charging stations are capable of increasing pricing for vehicles plugged in after they have reached full capacity of charge and/or when the maximum time limit has been reached. Greenspot will work with the Town to determine the optimal rate increase in order to encourage maximum turnover at public charging spots.

d. Commitment to Town's Overnight Parking Policy (No On-Street Parking Between 2 am and 6 am)

Designated shared vehicles plugged into Greenspot charging stations overnight will be exempt from the Town of Brookline's overnight parking policy given the nature of the shared mobility program. Greenspot vehicles not plugged into charging stations and parked on Town roads may be ticketed at the driver's expense. If Greenspot vehicles are ticketed, the cost of ticket will be passed along to the driver in question. Greenspot anticipates that the Town will waive any street cleaning requirements for the parking spots designated for shared mobility.

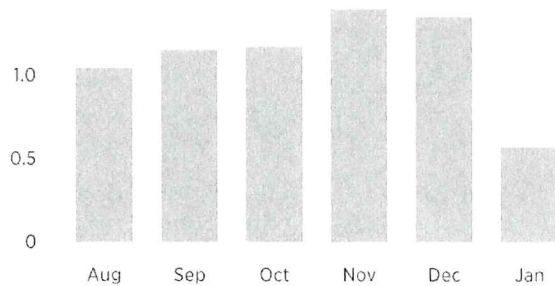
7 - Indicate Advertising Policy

Greenspot reserves the right to install and maintain signage and advertising on and about the charging stations and car sharing vehicles, including one 69" X 41" sign for every 4 designated vehicle parking spaces. Greenspot will have the right to ad space on EV charging stations, and may otherwise use advertisements on or inside vehicles, at locations, and on mobile applications. Greenspot maintains that no alcohol products, tobacco, tobacco substitute products or adult products will be sponsored, marketed, licensed, distributed, or sold at Greenspot signage.

8 - Data and Reporting: Provide a Sample Report Including But Not limited to:

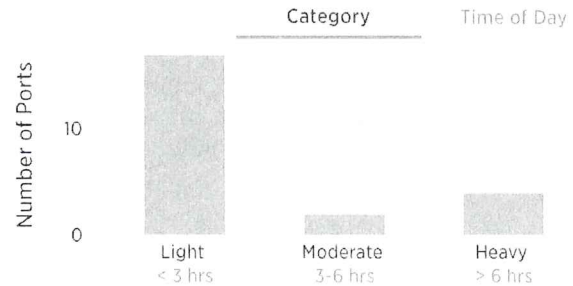
a. Utilization and Electricity Use

Data pulled from Greenspot charging stations located in Jersey City, New Jersey:

Energy
in MWh

Station Usage

Last 30 Days (M-F)



b. Ability to Provide Real-Time Online Dashboard Portal With Report Generation Capabilities for Town Staff To Have Access

- **Charging Station Usage:** Greenspot anticipates providing the Town of Brookline non-confidential data regarding charging station utilization such as: electricity usage; electricity billed (to the public); utilization length & time; utilization by hour, day, week, month, year; total users by day, week, month, year; aggregate customer demographics (by zip code); downtime caused by maintenance or repairs by day, week, month, year to the Town of Brookline. Greenspot will provide Town Staff with a non-administrative password that will provide access to data points agreed upon between the Town and Greenspot.
Please see email attachment Appendix A for charging station sample report
- **Vehicle Utilization Usage:** Greenspot anticipates providing on an individual and network wide basis, non-confidential data pertaining to trip length and time; total trips per day, week, month, year; total users by day, week, month, year; battery charge level; aggregate customer demographics (by zip code); downtime caused by maintenance or repairs by day, week, month, year to the Town of Brookline upon request.
Please see Appendix B for vehicle utilization sample report
- **Maintenance:** Once charging stations and vehicles are installed in Brookline, Greenspot anticipates providing on an individual and network wide basis non-confidential data regarding maintenance; malfunctions or operating errors, and equipment downtime of the shared mobility program. Greenspot will provide this data on an as requested basis to the Town.
- **Record of Customer Service Inquiry Types:** Greenspot will provide a record of non-confidential customer service inquiry types on an as requested basis to the Town.
- **Financial Reporting:** Greenspot anticipates providing a financial report to the Town on an annual basis. Company shall provide Certificate of PCI Compliance and most recent third-party PCI audits, if applicable.

9 - Usage Projections

Utilization of the shared mobility aspect of Greenspot's program is expected to begin at 15% in the first few months, and grow steadily from there. As reports show that car sharing is growing at a rate of 30%¹ CAGR we anticipate that utilization of the car share will be 25% by the end of the first year, 40% by the end of the

¹<https://www.alixpartners.com/media-center/press-releases/worldwide-automotive-growth-slowing-down-industry-faces-technological-challenges/>

second year, and up to 50% by the end of the third year. Minimum usage is anticipated to be 25% for the car share program.

10 - Revenue Sharing Model

Once Greenspot has recovered its initial capital expenditure and has achieved a net positive operating cash flow for twelve consecutive months, Greenspot will share the Net Operating Income from car sharing operations with Brookline.

In the case of Brookline, Massachusetts, Greenspot will do so on the following basis: 10% to the Town of Brookline and 90% to Greenspot. This profit-sharing shall be payable annually, in arrears.

11 - Duration of EV Car Share and Charging Program

Greenspot intends on operating and maintaining the program for a term of at least ten (10) years, which is consistent with the criterion of the Eversource Make-Ready infrastructure program.

12 - Completion of Project

- A. If the Town elects to terminate the project prior to the end of the term, the Town will retain ownership of the charging station hardware and software, and shall pay Greenspot the unamortized costs of purchasing, constructing and installing the Infrastructure and Trade Fixtures.
- B. Should Greenspot elect to terminate the project prior to the end of the term, Greenspot will remove all hardware and software and will restore the public property to pre-installation conditions.
- C. Following the completion of the initial term, the agreement shall automatically renew for subsequent periods of two (2) years unless either party gives the other written notice of termination at least ninety (90) days prior to expiration of the then-current Term.
- D. Should Greenspot get acquired during the time of the pilot project, the parent company will take on complete responsibility for the pilot project, including all aspects listed in this proposal.


Appendix B: Vehicle Utilization Sample Report

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Market		Jersey City													
Sum of Net Utilization		blumn L													
Row Labels		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Grand Total	
The Art House		26.8%	41.1%	36.7%	35.7%	37.6%	30.8%	27.9%	29.5%	39.5%	35.1%	36.0%	15.5%	32.8%	
Hamilton House JC		30.5%	44.3%	41.7%	28.3%	31.8%	43.6%	22.4%	23.6%	35.4%	41.0%	21.8%	10.2%	31.0%	
Grand Total		28.2%	42.8%	39.5%	32.0%	34.3%	34.7%	25.3%	26.5%	37.5%	36.8%	29.3%	12.9%		

IN WITNESS THEREOF, the parties have caused this License to be executed as an instrument under seal by their respective duly authorized representatives as of the date and year written above.

COMPANY:

Greenspot JC, LLC


By: _____

Name: Michael Mazur

Title: Chief Operating Officer

SITE HOST:

Town of Brookline

By: _____

_____

_____

_____

Title: Select Board

Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

November 1, 2022

Ms. Heather Hamilton, Chair
Brookline Select Board
Brookline Town Hall
333 Washington Street
Brookline, MA 02445

RE: Town of Brookline First Amendment to the Feasibility Study Agreement
John R. Pierce Elementary School (MSBA Project No. 201800460040)

Dear Chair Hamilton:

Attached please find the First Amendment to the Feasibility Study Agreement between the Massachusetts School Building Authority ("MSBA") and the Town of Brookline ("Town") for the Project at the John R. Pierce Elementary School. The purpose of the Amendment is to revise section 2.2 of the Feasibility Study Agreement.

The Town must mail one original signed copy of the Amendment to the MSBA, a copy of which will be returned to the Town after it has been signed by the MSBA's Executive Director. If the Town would like an executed Amendment with original signatures, please return two originals to the MSBA. Also, the Town may email a scanned copy of the signed Amendment to the MSBA in advance of the hard copy original; however, the Town must also mail the original hard copy to the MSBA.

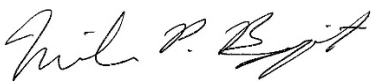
Please reference the Town's Certification of Legal Counsel that was submitted with the Feasibility Study Agreement to determine which Town governmental officer(s) and/or governmental body has the full legal authority to sign this Amendment to the Feasibility Study Agreement. If necessary, please consult with local legal counsel to update the Certification of Legal Counsel.

The required documents should be mailed to my attention at the address below:

Massachusetts School Building Authority
40 Broad Street, Suite 500
Boston, MA 02109

If you have any questions, please contact me at Michael.bergquist@massschoolbuildings.org.

Regards,



Michael P. Bergquist
Staff Attorney



Massachusetts School Building Authority

Deborah B. Goldberg
Chairman, State Treasurer

James A. MacDonald
Chief Executive Officer

John K. McCarthy
Executive Director / Deputy CEO

cc: Legislative Delegation
Charles Carey, Brookline Town Administrator
David A. Pearlman, Chair, Brookline School Committee
Dr. Linus J. Guillory Jr., Superintendent, Public Schools of Brookline
Jamie Yadoff, John R. Pierce School Principal, Public Schools of Brookline
Jim Rogers, Owner's Project Manager, Leftfield LLC
Jen Carlson, Owner's Project Manager, Leftfield LLC
Will Spears, Miller Dyer Spears, Inc.
File: 10.2 Letters (Region 4)

District: Town of Brookline
School: John R. Pierce Elementary School
Project ID Number: 201800460040

**FIRST AMENDMENT
TO THE FEASIBILITY STUDY AGREEMENT
BETWEEN THE TOWN OF BROOKLINE
AND THE MASSACHUSETTS SCHOOL BUILDING AUTHORITY**

Effective as of August 12, 2020 (“Effective Date”), this First Amendment to the Feasibility Study Agreement between the Town of Brookline (“District”) and the Massachusetts School Building Authority (“Authority”), including all Exhibits and other documents attached hereto and incorporated by reference herein (“Amendment”), hereby amends the Feasibility Study Agreement between the District and the Authority for the Project at the John R. Pierce Elementary School, which Agreement has an effective date of August 12, 2020 (hereinafter “Agreement”), as more particularly described below. This Amendment contains all of the terms and conditions agreed upon by the District and the Authority (collectively, “Parties”) as amendments to the original Agreement. No other understandings or representations, oral or otherwise, regarding amendments to the original Agreement shall be deemed to exist or bind the Parties.

The Agreement is hereby amended as follows:

1. Section 2.2 of the Agreement is deleted in its entirety and replaced with the following Section 2.2:

No Project Scope and Budget Agreement for a Proposed Project, which arises out of the provisions of this Agreement will be approved by the Authority’s Board until on or after July 1, 2021. Subject to that limitation, the Agreement will terminate upon (1) the approval of a Project Scope and Budget Agreement for a Proposed Project by the Authority’s Board and the (2) execution of a Project Scope and Budget Agreement by the Authority and the District for that Proposed Project or (2) December 21, 2022, whichever occurs sooner.

5.K.

All other terms and conditions of the original Agreement, including Exhibits attached thereto or incorporated by reference therein that are not hereby deleted or otherwise amended, shall remain in full force and effect. The District warrants and represents that it has read and understands this Amendment. The District further warrants and represents that its undersigned officer or representative has full legal authority to enter into this Amendment on behalf of the District and to bind the District to its terms and conditions.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment in duplicate originals by their duly authorized officers or representatives as of the Effective Date written above.

MASSACHUSETTS SCHOOL BUILDING AUTHORITY

By,

John K. McCarthy
Executive Director

Signature Date

TOWN OF BROOKLINE

By,

Signature Date

Name (Type/Print)

Title/Office (Type/Print)



TOWN of BROOKLINE
Massachusetts

BUILDING DEPARTMENT

Charles A. Simmons
Director of Public Buildings

December 12, 2022

TO: Select Board

FROM: Charles A. Simmons, Director of Public Buildings

SUBJECT: Rebate Check

The Building Department received a rebate check from National Grid, An Energy Solutions Implemented Program, in the amount of \$13,750.

This rebate was for the installation of three (3) Variable Frequency Drive (VFD)'s for heating pumps at the Baker School. The purpose of the VFD is to reduce the speed of the heating pump to watch the needs of heating the building more efficiently and be more energy efficient.

I would like to request that you please vote to approve acceptance of this rebate. The funds will be deposited into a rebate account.

Please let me know if you have any questions.

Thank you.

cc: Melissa Goff, Deputy Town Administrator for Policy and Fiscal Affairs
Mark Sacco, Energy Systems Manager
Joan Tolson, Bookkeeper
Thomas Barrasso, Sustainability Director

Attachment

28487



An ENERGY SOLUTIONS Implemented Program

449 15th Street, Suite 400
Oakland CA 94612

BRIDGE BANK
55 ALMADEN BLVD.
SAN JOSE, CA 95113
90-4326/1211

11/30/2022

PAY TO THE
ORDER OF

Town of Brookline

\$ 13,750.00

Thirteen Thousand Seven Hundred Fifty and 00/100*****

DOLLARS

Town of Brookline
Attention: Mark Sacco
333 Washington Street Rm 311
Brookline, MA 02445

AUTHORIZED SIGNATURE

002848701 01211432601 882407635211

AN ENERGY SOLUTIONS IMPLEMENTED PROGRAM

28487

REFERENCE NO.	DESCRIPTION	DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
IPR 00267	Rebates for 22-1983 (National Grid - MADC&I HP)	11/21/2022	\$13,750.00	\$0.00	\$13,750.00
CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT	
11/30/2022	28487	Town of Brookline	\$0.00	\$13,750.00	

One Day Temporary Alcohol license

DBA: Larz Anderson Auto Museum
Location: 15 Newton Street

Application Details:

A Temporary **All Alcohol** Beverages Sales License to Katelyn Morreale d/b/a The Larz Anderson Auto Museum for a Holiday Party to be held on January 5, 2023 from 6:00PM – 10:00PM at 15 Newton Street. 50 people expected to attend.

A Temporary **All Alcohol** Beverages Non-Sales License to Glenn Champagne d/b/a The Larz Anderson Auto Museum for a Gala Celebration to be held on January 7, 2023 from 6:00PM – 11:00PM at 15 Newton Street. 50 people expected to attend.

Report:

Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Jennifer Paster, Acting Chief of Police

FROM: Charles Carey, Town Administrator

RE: Temporary - One Day Alcohol License

DATE: December 8, 2022

May we please have a report on the attached request for:

A Temporary **All Alcohol** Beverages Sales License to Katelyn Morreale d/b/a The Larz Anderson Auto Museum for a Holiday Party to be held on January 5, 2023 from 6:00PM – 10:00PM at 15 Newton Street. 50 people expected to attend.

A Temporary **All Alcohol** Beverages Non-Sales License to Glenn Champagne d/b/a The Larz Anderson Auto Museum for a Gala Celebration to be held on January 7, 2023 from 6:00PM – 11:00PM at 15 Newton Street. 50 people expected to attend.

This application is scheduled to go before the Board on **December 20, 2022**. May we please have the reports **ASAP**.

Thank you.



BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

Jennifer Paster
ACTING CHIEF OF POLICE

TO: Chief Jennifer Paster

FROM: Lt. John J. Canney

DATE: December '12th, 2022

RE: Temporary All Alcohol – One Day Permit – Non-Sales – 1/05/2023
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Ms. Katelyn Morreale has applied for a Section 14 One Day Permit for All Alcoholic Beverages for a Holiday Party to be held on Thursday January 5th from 6pm to 10 pm.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 50 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Tastings Catering (508) 879-9191, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,
Lt. John J. Canney





BROOKLINE POLICE DEPARTMENT
Brookline, Massachusetts

Jennifer Paster
ACTING CHIEF OF POLICE

TO: Chief Jennifer Paster

FROM: Lt. John J. Canney

DATE: December '12th, 2022

RE: Temporary All Alcohol – One Day Permit – Non-Sales – 1/07/2023
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Mr. Glen Champagne has applied for a Section 14 One Day Permit for All Alcoholic Beverages for a Gala Celebration to be held on Saturday January 7th from 6pm to 11 pm.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 100 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Premier Bartending (781) 894-3000, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,
Lt. John J. Canney



5.M.

**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SELL ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (SALES FOR ALL KINDS)**

Date December 6, 2022

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Holiday Party
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
(Name of Person of Organization)

15 Newton Street, Brookline MA 02445
(Address of Person of Organization)

On the 5th day of January, 2023

Between the hours of 6:00 PM—10:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 699 High Street Dedham

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Mark Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

1 cases each beer and wine and 1 bottles each other kinds

2) What is the maximum number of people to attend? 50

3) What is the age group of people to attend? 40

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided Tastings Catering (508) 879-9191

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Kate Morreale 100 Beaver Street, Suite 303 Waltham, MA 02453

(Name) (Address)

Telephone number: (508) 479-7554

Email Address: kmorreale@mythictx.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

Signature: Kate Morreale



Signature

Karen H Hasenfus
Name Printed

Operations and Events Manager
Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445
Address

(617) 522-6547
Telephone number(s)

khasenfus@larzanderson.org
Email address(es)






Mythic Therapeutics January 5 2023 Holiday Party

Final Audit Report

2022-12-06

Created:	2022-12-06
By:	Karen Hasenfus (khasenfus@larzanderson.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGYGjzhz6NiMdb80ozoh88eES2ua-Dfdt

"Mythic Therapeutics January 5 2023 Holiday Party" History

-  Document created by Karen Hasenfus (khasenfus@larzanderson.org)
2022-12-06 - 4:43:19 PM GMT- IP address: 209.6.131.81
-  Document emailed to Katelyn Morreale (kморreale@mythictx.com) for signature
2022-12-06 - 4:43:33 PM GMT
-  Email viewed by Katelyn Morreale (kморreale@mythictx.com)
2022-12-06 - 4:43:42 PM GMT- IP address: 20.10.36.164
-  Document e-signed by Katelyn Morreale (kморreale@mythictx.com)
Signature Date: 2022-12-06 - 7:24:00 PM GMT - Time Source: server- IP address: 50.212.7.121
-  Agreement completed.
2022-12-06 - 7:24:00 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER D. Francis Murphy Insurance Agency, Inc. 50 Main Street Hudson MA 01749		CONTACT NAME: Certificate Request Team PHONE (A/C, No, Ext): 800-222-8711 E-MAIL ADDRESS: certificateofinsurance@dfmurphy.com FAX (A/C, No):	
INSURED Taste Inc. dba Tastings Caterers 5 Crestwood Dr Framingham MA 01701		INSURER(S) AFFORDING COVERAGE INSURER A : Hanover Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 22292

License#: 471
TASTINC-01

COVERAGES

CERTIFICATE NUMBER: 474597627

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHN515087213	5/21/2022	5/21/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						\$ \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHN518171313	3/3/2022	3/3/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Event: Larz Anderson Auto Museum - Thursday, January 5, 2023.

CERTIFICATE HOLDER

CANCELLATION

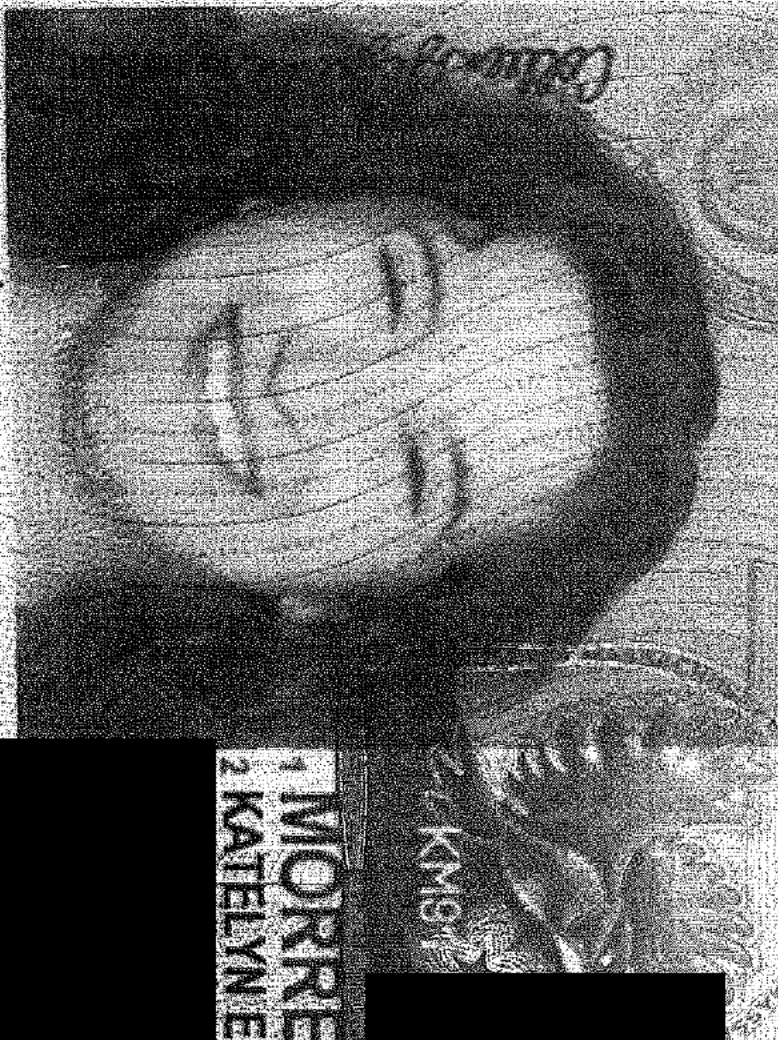
Town of Brookline 333 Washington St Brookline MA 02445 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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MASSACHUSETTS

DRIVER'S
LICENSE

USA
1994



KM181

1 MORREALE
2 KATELYN ELIZABETH

Kate Morreale



eTIPS On Premise 3.1

CERTIFIED

Issued: 2/11/2021

Expires: 2/11/2024

ID#: 5426852

**Bryan P Goggin
Premier Bar Service Catering
Premier Bar Service
Attn: Bryan Goggin, 36 Cabot Road
Woburn, MA 01801**

For service visit us online at www.gettips.com

5.M.

**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON-SALES FOR ALL KINDS)**

Date December 6, 2022

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Gala Celebration
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
(Name of Person of Organization)

15 Newton Street, Brookline MA 02445
(Address of Person of Organization)

On the 7th day of January, 2023

Between the hours of 6:00 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 699 High Street Dedham

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Mark Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

2 cases each beer and wine and 2 bottles each other kinds

2) What is the maximum number of people to attend? 100

3) What is the age group of people to attend? 50

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided Premier Bartending (781) 894-3000

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Glenn M. Champagne Porsche Club of America 30 Frances St. Needham, MA 02492

(Name) (Address)

Telephone number: (339) 225-0825

Email Address: gchampagne@comcast.net

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

Signature: Glenn M. Champagne



Signature

Karen H Hasenfus
Name Printed

Operations and Events Manager
Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445
Address

(617) 522-6547
Telephone number(s)

khasenfus@larzanderson.org
Email address(es)






Porsche Club Gala January 7 2023

Final Audit Report

2022-12-06

Created:	2022-12-06
By:	Karen Hasenfus (khasenfus@larzanderson.org)
Status:	Signed
Transaction ID:	CBJCHBCAABALwNUIRY_wXPgx4HsT2n82s5F8wjNJS5z

"Porsche Club Gala January 7 2023" History

-  Document created by Karen Hasenfus (khasenfus@larzanderson.org)
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2022-12-06 - 7:08:24 PM GMT
-  Email viewed by glenn champagne (gchampagne@comcast.net)
2022-12-06 - 9:38:47 PM GMT- IP address: 104.28.79.158
-  Document e-signed by glenn champagne (gchampagne@comcast.net)
Signature Date: 2022-12-06 - 9:39:44 PM GMT - Time Source: server- IP address: 174.242.78.102
-  Agreement completed.
2022-12-06 - 9:39:44 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
12/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 40 Marcus Drive 3rd Floor Melville NY 11747		CONTACT NAME: Commercial Support PHONE (A/C No. Ext): (631) 390-9700 FAX (A/C No.): (631) 390-9790 E-MAIL ADDRESS: MSMCertsCM@epicbrokers.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Safety First Insurance Company	
		INSURER B: ASCOT SPECIALTY INSURANCE COMP	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 12700 **REVISION NUMBER:**

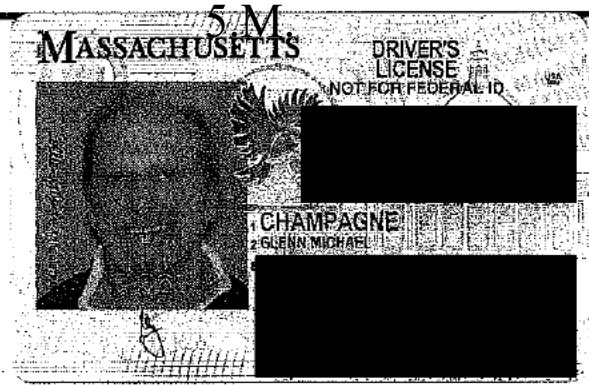
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ESGL221000088801	03/11/2022	03/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5911885	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$			ESXS221000104801	05/11/2022	03/11/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			ESGL221000088801	03/11/2022	03/11/2023	Each Common Cause \$ 1,000,000 Aggregate Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Brookline is additional insured for an event to take place at the Larz Anderson Auto Museum on January 07, 2023.

CERTIFICATE HOLDER Town of Brookline 333 Washington Street Brookline MA 02146	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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20055129
01252601

WWW.MASS.GOV/RMV
MA 02222016

01/08/1960
CLASS -
D: Small vehicle less than
28,001 lbs, except school
bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
R: Corrective Lenses

CHANGE OF ADDRESS, PRINT BELOW, PERMANENT RES.

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.
Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,



Adam F. Chafetz
HCI President

ID#: 5406253 Name: MELISSA L DAVIS
Exam Date: 11/23/2020 Expiration Date: 11/23/2023

TIPS® On Premise
CERTIFIED

Issued: 12/2/2020 Expires: 11/23/2023
ID#: 5406253

MELISSA L DAVIS
155 Pleasant St
South Grafton, MA 01560-1012

For service visit us online at www.gettips.com
TIPS Trainer: Edward Garland, Jr., 38942

One Day Temporary Alcohol license

DBA: Larz Anderson Auto Museum
Location: 15 Newton Street

Application Details:

A Temporary **All Alcohol** Beverages Sales License to Katelyn Morreale d/b/a The Larz Anderson Auto Museum for a Holiday Party to be held on January 5, 2023 from 6:00PM – 10:00PM at 15 Newton Street. 50 people expected to attend.

A Temporary **All Alcohol** Beverages Non-Sales License to Glenn Champagne d/b/a The Larz Anderson Auto Museum for a Gala Celebration to be held on January 7, 2023 from 6:00PM – 11:00PM at 15 Newton Street. 50 people expected to attend.

Report:

Police Department (Approved)

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Jennifer Paster, Acting Chief of Police

FROM: Charles Carey, Town Administrator

RE: Temporary - One Day Alcohol License

DATE: December 8, 2022

May we please have a report on the attached request for:

A Temporary **All Alcohol** Beverages Sales License to Katelyn Morreale d/b/a The Larz Anderson Auto Museum for a Holiday Party to be held on January 5, 2023 from 6:00PM – 10:00PM at 15 Newton Street. 50 people expected to attend.

A Temporary **All Alcohol** Beverages Non-Sales License to Glenn Champagne d/b/a The Larz Anderson Auto Museum for a Gala Celebration to be held on January 7, 2023 from 6:00PM – 11:00PM at 15 Newton Street. 50 people expected to attend.

This application is scheduled to go before the Board on **December 20, 2022**. May we please have the reports **ASAP**.

Thank you.



BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

Jennifer Paster
ACTING CHIEF OF POLICE

TO: Chief Jennifer Paster

FROM: Lt. John J. Canney

DATE: December '12th, 2022

RE: Temporary All Alcohol – One Day Permit – Non-Sales – 1/05/2023
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Ms. Katelyn Morreale has applied for a Section 14 One Day Permit for All Alcoholic Beverages for a Holiday Party to be held on Thursday January 5th from 6pm to 10 pm.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 50 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Tastings Catering (508) 879-9191, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,
Lt. John J. Canney





BROOKLINE POLICE DEPARTMENT

Brookline, Massachusetts

Jennifer Paster
ACTING CHIEF OF POLICE

TO: Chief Jennifer Paster

FROM: Lt. John J. Canney

DATE: December '12th, 2022

RE: Temporary All Alcohol – One Day Permit – Non-Sales – 1/07/2023
Larz Anderson Auto Museum

Sir,

The Larz Anderson Auto Museum, through Mr. Glen Champagne has applied for a Section 14 One Day Permit for All Alcoholic Beverages for a Gala Celebration to be held on Saturday January 7th from 6pm to 11 pm.

Ms. Karen Hasenfus and/or Ms. Sylvia Passley-Harris will be the responsible managers on site for this event and will ensure compliance with all applicable federal, state, and local laws, regulations, ordinances, and any conditions on the permit, as well as previously discussed conditions.

The event is not open to the public, no admission fee will be charged, and guests will not be charged for alcoholic beverages. Organizers are expecting no more than 100 guests to attend. A Crowd Manager Certificate has been submitted.

All alcoholic beverages at this event will be served by bartenders provided by Premier Bartending (781) 894-3000, who employs certified Tips bartenders. The caterer has submitted a copy of their bartender certification in the safe service of alcohol. A copy of caterer's Certificate of Liability Insurance specifically naming the Town of Brookline as a holder of the certificate has been submitted.

A uniformed police detail officer will be assigned to provide security and to manage traffic issues if they arise. Detail Sgt. Heavey was notified of the application.

I see no reason to oppose this application.

Respectfully submitted,
Lt. John J. Canney



TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SELL ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (SALES FOR ALL KINDS)

Date December 6, 2022

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Holiday Party
 (state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
 (Name of Person of Organization)

15 Newton Street, Brookline MA 02445
 (Address of Person of Organization)

On the 5th day of January, 2023

Between the hours of 6:00 PM—10:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 699 High Street Dedham

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Mark Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

1 cases each beer and wine and 1 bottles each other kinds

2) What is the maximum number of people to attend? 50

3) What is the age group of people to attend? 40

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided Tastings Catering (508) 879-9191

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Kate Morreale 100 Beaver Street, Suite 303 Waltham, MA 02453

(Name)

(Address)

Telephone number: (508) 479-7554

Email Address: kmorreale@mythictx.com

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

Signature: Kate Morreale



Signature

Karen H Hasenfus
Name Printed

Operations and Events Manager
Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445
Address

(617) 522-6547
Telephone number(s)

khasenfus@larzanderson.org
Email address(es)






Mythic Therapeutics January 5 2023 Holiday Party

Final Audit Report

2022-12-06

Created:	2022-12-06
By:	Karen Hasenfus (khasenfus@larzanderson.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGYGjzhz6NiMdb80ozoh88eES2ua-Dfdt

"Mythic Therapeutics January 5 2023 Holiday Party" History

-  Document created by Karen Hasenfus (khasenfus@larzanderson.org)
2022-12-06 - 4:43:19 PM GMT- IP address: 209.6.131.81
-  Document emailed to Katelyn Morreale (kморreale@mythictx.com) for signature
2022-12-06 - 4:43:33 PM GMT
-  Email viewed by Katelyn Morreale (kморreale@mythictx.com)
2022-12-06 - 4:43:42 PM GMT- IP address: 20.10.36.164
-  Document e-signed by Katelyn Morreale (kморreale@mythictx.com)
Signature Date: 2022-12-06 - 7:24:00 PM GMT - Time Source: server- IP address: 50.212.7.121
-  Agreement completed.
2022-12-06 - 7:24:00 PM GMT





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/7/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER D. Francis Murphy Insurance Agency, Inc. 50 Main Street Hudson MA 01749		CONTACT NAME: Certificate Request Team PHONE (A/C, No, Ext): 800-222-8711 E-MAIL ADDRESS: certificateofinsurance@dfmurphy.com FAX (A/C, No):	
INSURED Taste Inc. dba Tastings Caterers 5 Crestwood Dr Framingham MA 01701		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 22292

License#: 471
TASTINC-01

COVERAGES

CERTIFICATE NUMBER: 474597627

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHN515087213	5/21/2022	5/21/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHN518171313	3/3/2022	3/3/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Event: Larz Anderson Auto Museum - Thursday, January 5, 2023.

CERTIFICATE HOLDER

CANCELLATION

Town of Brookline 333 Washington St Brookline MA 02445 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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MASSACHUSETTS

DRIVER'S
LICENSE

USA
1994



Kate Morreale

1 MORREALE
2 KATELYN ELIZABETH

KM181



eTIPS On Premise 3.1

CERTIFIED

Issued: 2/11/2021

Expires: 2/11/2024

ID#: 5426852

**Bryan P Goggin
Premier Bar Service Catering
Premier Bar Service
Attn: Bryan Goggin, 36 Cabot Road
Woburn, MA 01801**

For service visit us online at www.gettips.com

5.N.

**TOWN OF BROOKLINE
APPLICATION FOR A PERMIT TO SERVE ALCOHOLIC BEVERAGES ON
TOWN PROPERTY (NON-SALES FOR ALL KINDS)**

Date December 6, 2022

I hereby make application for a PERMIT TO SERVE ALCOHOLIC BEVERAGES ON TOWN PROPERTY at a

Gala Celebration
(state whether a meeting, banquet, concert, picnic, wedding, etc.)

Which is to be held at the Larz Anderson Auto Museum
(Name of Person of Organization)

15 Newton Street, Brookline MA 02445
(Address of Person of Organization)

On the 7th day of January, 2023

Between the hours of 6:00 PM—11:00 PM at the following described Town property:

The Larz Anderson Auto Museum

If the applicant is an organization, complete name and address of the organization's officers:

Name: Northrup Knox Title: President Address: 699 High Street Dedham

Name: William Keeney Title: Vice President Address: 2221 Washington St. Newton

Name: Mark Daniel Title: Treasure Address: 35 Priscilla Lane Quincy

NOTE: If the answer to Questions 4, 5, 6 or 7 is yes, you do not qualify for a non-sales permit and you should seek instead a special license to sell alcohol.

1) How many cases or barrels, etc. of each type of alcoholic beverage will be made available to guests?

2 cases each beer and wine and 2 bottles each other kinds

2) What is the maximum number of people to attend? 100

3) What is the age group of people to attend? 50

4) Are you charging an admission fee? NO

5) Are you charging for alcoholic beverages? NO

6) Is the event open to the public? NO

7) Are tickets to the event available for purchase? NO

8) How will alcoholic beverages be dispensed or served and by whom? Please state the names, addresses of all person(s) serving alcoholic beverages.

Bartender will be provided Premier Bartending (781) 894-3000

9) State whether or not the person(s) dispensing or serving alcohol received TIPS certification or equivalent safe-service of alcohol training and the date(s) of any such certification or training and attach documentation pertaining to such certification or training:

Bartenders are all certified and insured

10) If any attending are under age 21, what method will be used to check ID and what procedures will be followed to make certain that those under age 21 are not served and are not allowed to consume alcoholic beverages?

Bartenders will check ID's

11) Will a police detail or other types of security be provided? YES

If "YES" what type and how many? Brookline Police detail

12) Please state the name, address, age and 24-hour contact information of the individual (who must be at least 21 years of age) who will be physically present at the event and who will ensure compliance with all applicable federal, state and local laws, regulations, ordinances and any conditions on the permit and who will ensure the maintenance of order and decorum:

Glenn M. Champagne Porsche Club of America 30 Frances St. Needham, MA 02492

(Name) (Address)

Telephone number: (339) 225-0825

Email Address: gchampagne@comcast.net

This application must be accompanied by proof that the applicant has secured, and there is in effect during the period of time for which the permit is sought, a general liability policy naming the Town as the additional insured or if the general liability policy exempts alcohol related incidents or occurrences a liquor liability policy naming the Town as an additional insured.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with the applicant's use of Town property. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's personal and real property resulting from the applicant's use of Town property and agrees to indemnify the Town for any expenses the Town incurs in restoring Town property to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use.

Signature: Glenn M. Champagne



Signature

Karen H Hasenfus
Name Printed

Operations and Events Manager
Title (if on the behalf of an Organization)

15 Newton St. Brookline MA 02445
Address

(617) 522-6547
Telephone number(s)

khasenfus@larzanderson.org
Email address(es)






Porsche Club Gala January 7 2023

Final Audit Report

2022-12-06

Created:	2022-12-06
By:	Karen Hasenfus (khasenfus@larzanderson.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAALwNUIRY_wXPgx4HsT2n82s5F8wjNJS5z

"Porsche Club Gala January 7 2023" History

-  Document created by Karen Hasenfus (khasenfus@larzanderson.org)
2022-12-06 - 7:08:10 PM GMT- IP address: 209.6.131.81
-  Document emailed to glenn champagne (gchampagne@comcast.net) for signature
2022-12-06 - 7:08:24 PM GMT
-  Email viewed by glenn champagne (gchampagne@comcast.net)
2022-12-06 - 9:38:47 PM GMT- IP address: 104.28.79.158
-  Document e-signed by glenn champagne (gchampagne@comcast.net)
Signature Date: 2022-12-06 - 9:39:44 PM GMT - Time Source: server- IP address: 174.242.78.102
-  Agreement completed.
2022-12-06 - 9:39:44 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/07/2022

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Edgewood Partners Insurance Center 40 Marcus Drive 3rd Floor Melville NY 11747	CONTACT NAME: Commercial Support PHONE (A/C No. Ext): (631) 390-9700 FAX (A/C No.): (631) 390-9790 E-MAIL ADDRESS: MSMCertsCM@epicbrokers.com														
INSURED Premier Catering & Bar Service LLC P.O. Box 540194 Waltham MA 02454	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Safety First Insurance Company</td> <td>11123</td> </tr> <tr> <td>INSURER B: ASCOT SPECIALTY INSURANCE COMP</td> <td>45055</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Safety First Insurance Company	11123	INSURER B: ASCOT SPECIALTY INSURANCE COMP	45055	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: Cert ID 12700

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ESGL221000088801	03/11/2022	03/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5911885	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ESXS221000104801	05/11/2022	03/11/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			ESGL221000088801	03/11/2022	03/11/2023	Each Common Cause \$ 1,000,000 Aggregate Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

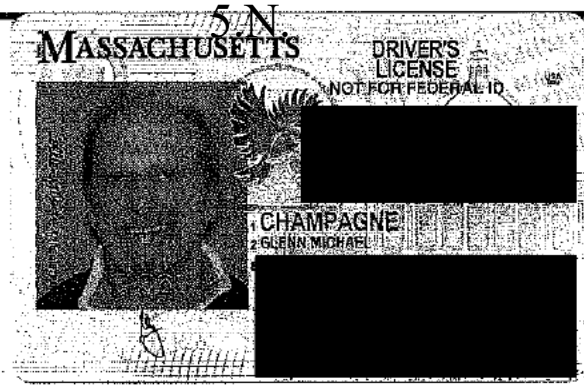
Town of Brookline is additional insured for an event to take place at the Larz Anderson Auto Museum on January 07, 2023.

CERTIFICATE HOLDER

CANCELLATION

Town of Brookline 333 Washington Street Brookline MA 02146	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

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20055129
01252601

WWW.MASS.GOV/RMV
MA 02222016

01/08/1960
CLASS -
D: Small vehicle less than
28,001 lbs, except school
bus.

ENDORSEMENTS -
NONE

RESTRICTIONS -
R: Corrective Lenses

CHANGE OF ADDRESS, PRINT BELOW, PERMANENT RES.

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.
Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,



Adam F. Chafetz
Adam F. Chafetz
HCI President

ID#: 5406253 Name: MELISSA L DAVIS

Exam Date: 11/23/2020 Expiration Date: 11/23/2023

TIPS® On Premise
CERTIFIED

Issued: 12/2/2020

ID#: 5406253

Expires: 11/23/2023

MELISSA L DAVIS

155 Pleasant St

South Grafton, MA 01560-1012

For service visit us online at www.gettips.com
TIPS Trainer: Edward Garland, Jr., 38942



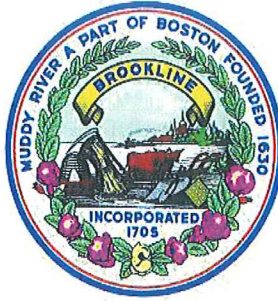
**Town of Brookline
Code of Conduct
For
Employees, Boards, and Commissions
DRAFT 12/16/22**

This code of conduct is designed to foster diversity of thought, promoting civil discourse while ensuring respect for individual differing opinions.

Following the best practices outlined by Massachusetts Municipal Association:

- All town elected and appointed officials, volunteers, and employees are expected to act honestly, conscientiously, reasonably, and in good faith at all times, having regard to their responsibilities, the interests of the Town, and the welfare of its residents.
- Individuals should treat each other and staff with respect.
- Town staff are professionals and the abilities, experience, expertise and dignity of each staff member should be honored. Residents requiring staff input and support should recognize and respect staff time as well as job and townwide priorities.
- Individuals are expected to treat all members of the board/committee to which they belong as well as staff and the public, with respect despite differences of opinion, keeping in mind that professional consideration does not preclude honest differences of opinion but requires respect within those differences.
- The Town elected and appointed officials and volunteers must refrain from communicating or acting in an abusive and/or threatening manner towards members of the community, other elected or appointed officials, the Town Manager/Administrator, or Town Staff.
- All elected officials, appointed committee members, volunteers, and staff must fully comply with the Town State and Federal requirements, including, but not limited to Conflict of Interest.

9.A.



OFFICE OF SELECT BOARD
333 WASHINGTON STREET
BROOKLINE, MA 02445
(617) 730-2200

NOISE BY-LAW WAIVER

Company Name: Chestnut Hill Realty

Contact Information: amartineau@chestnuthillrealty.com or 978-551-3169

Location: 201 Sherman Road (Puddingstone 40B project)

Date(s): 1 weekday per month (January - March, May and June) 2 weekdays in April 2023

Time: 4:00 am - 11:00 pm

Requesting extension of time? ☒ Yes ☐ No

If yes, until what time?: Start at 4:00 am and end at 11:00 pm

Will you be working overnight?: ☒ Yes ☐ No

If yes why?: See attached detailed proposal and description of activities.

Attach detailed description of work being done.

Signature Peter F. Pons
TREASURER OF MANAGER

Date 12/13/22



Chestnut Hill Realty

December 12, 2022

Select Board
Town of Brookline
333 Washington Street
Brookline, MA 02445

Dear Select Board,

I am writing to respectfully request a waiver from Sections 8.15.6(a)2, 8.15.6(b) and 8.15.6(c) of the Town's Noise By-law and the Town's construction work hours related to upcoming construction activities at our Puddingstone project at Hancock Village. Alternatively, the Board has the ability to grant a "special permit" under 8.17.7.

The design of the Puddingstone structural system is complex and requires precise and timely pours of concrete. To date, our general contractor has been able to execute smaller, day-long concrete pours without issue. However, we have seven larger pours coming up in our schedule which require the ability to work outside of the normal construction hours to complete the pour in a manner that preserves the integrity of the concrete and therefore the structural integrity of the building. These seven pours would take place over a seven-month period with one pour per month happening from January – March, May and June and two pours happening in April 2023. A more detailed outline of our proposed work hours and activities is included in Exhibit 1 below.

Our Structural Engineer has advised us that because of the building's structural design requirements, there is no feasible way to divide these seven upcoming pours into smaller pours without compromising the integrity of the building structure or completely redesigning the structure, which would delay completion of the project by several months. Construction standards dictate that concrete of this type must be poured within 90 minutes of being loaded into a truck. Water and other chemicals can be added to the concrete on site to preserve its usability, however, doing so is not advisable because there is no reasonable way to ensure

617-323-2100
Management Offices
Fax 617-323-8888

Box 67396, Chestnut Hill, MA 02467-0004
chestnuthillrealty.com

617-323-8700
Maintenance Services
Fax 617-323-8889

9.A.

weather which impacts the consistency of concrete and by the distance the concrete trucks must travel to arrive at the site with the concrete intact. We have more information on this issue from our Structural Engineer and Construction Consultant which will be provided to the Town's Hancock Village Construction Liaison and the Building Department to assist the Board in reviewing this request.

I assure you that, we do not take this request lightly and that we would not be pursuing it if the waivers or "special permit" were not essential to completing the project as quickly and safely as possible. CHR is sensitive to the impact that the ongoing construction activities at Hancock Village have had on our residents and neighbors and I assure you we are taking every step possible to mitigate them.

I look forward to discussing this request with you at the next available meeting of the Select Board.

Sincerely,

A handwritten signature in black ink, appearing to read 'ML', with a stylized flourish at the end.

Marc Levin,
President of Development and Construction

Exhibit 1

Outline of Afterhours Work Schedule:

- I. A 4:00 AM to approximately 11:00 PM workday. The completion time may vary based on issues outlined above and these hours assume the as-known worst case. The purpose of starting at 4 AM is to:
 - a. Expedite the completion of the project as quickly and safely as possible
 - b. Improve upon concrete service allowing the large volume of concrete deliveries required to circumvent the morning rush hour traffic.
 - c. Minimize impacts on peak hour traffic around Hancock Village
 - d. Utilize the sunlight hours to set the deck up, therefore reducing the finishing time into the evenings.
 - e. Allow for proper inspections of placements
- II. Anticipated Activities:
 - a. Site opening at 4:00AM to allow the concrete pump to be set up.
 - b. Heavy concrete trucking between the hours of 5AM and 7AM. Trucking will continue throughout the day, with our goal of completion at 5:00PM. With the variables above, completion may be as late as 7:00PM.
 - c. Concrete trucks will be staged off-site until 7AM.
 - d. After 7:00 pm, activities onsite will be limited finishing work, deck protection and monitoring, less disruptive activities. These activities are projected to finish by 11:00 PM.
 - e. OSHA required site lighting will be directional/facing downward at building site to minimize disturbance and will be active during non-daylight hours.
 - f. Police details will be utilized at the bottom of Hancock Village Drive and Sherman Road, as well as at the top of Sherman Road for safety
 - g. The concrete pumps and other equipment will be surrounded by sound dampening mats to minimize noise as necessary.
 - h. CHR notify all impacted residents and work to resolve issues as they arise

WARRANT

THE COMMONWEALTH OF MASSACHUSETTS
TOWN OF BROOKLINE
SPECIAL TOWN MEETING

Norfolk, ss

To Any Constable of the Town of Brookline

Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to NOTIFY and WARN the Inhabitants of the TOWN OF BROOKLINE, qualified to vote at elections to meet at the High School Auditorium in said Brookline and via Zoom on TUESDAY, the TENTH day of JANUARY, 2023 at 7:00 o'clock in the evening for the Special Town Meeting at which time and place the following article is to be acted upon and determined by the representative town meeting:

Pursuant to Chapter 92 of the Acts of 2020, as amended by Chapter 20 of the Acts of 2021 and further amended by Chapter 107 of the Acts of 2022, the Town Meeting shall be held remotely by the means requested in the accompanying letter from the Moderator dated December 13, 2022 as follows: The Moderator, Town Meeting Members, Town officials and registered voters residing in the town who have arranged with the Town Clerk to participate in the Meeting may access and witness the deliberations and actions taken at the Meeting via the Zoom videoconferencing platform and/or telephone conferencing by following the instructions to be provided to them in advance by the Moderator, the Town Clerk or a designee. Registered voters residing in the Town who wish to participate in the Meeting must submit a request to the Town Clerk at bkaufman@brooklinema.gov not later than 7:00 PM on January 9, 2023. All other interested members of the public who wish to witness the deliberations and actions taken at the Meeting may do so via the live video streaming service provided by Brookline Interactive Group at brooklineinteractive.org/live or on RCN Channel 15 or Comcast Channel 23”;

ARTICLE 1

Submitted by: Select Board

To see if the Town will vote to enact Chapter ____ of the Town of Brookline’s General Bylaws, entitled “Specialized Energy Code” for the purpose of regulating the design and construction of buildings for the effective use of energy and reduction of greenhouse gas emissions, pursuant to the entirety of 225 CMR 22 and 23 including Appendices RC and CC, including future editions, amendments or modifications thereto, with an effective date of _____, a copy of which is on file with the Town Clerk, or take any other action relative thereto.

ARTICLE 2

Submitted by: Select Board

To see if the Town will accept the provisions of M.G.L. c. 53, s. 18B pertaining to information relating to local ballot questions

or act on anything relative thereto.

AND YOU ARE DIRECTED TO SERVE THIS WARRANT IN ACCORDANCE WITH THE BY-LAWS OF THE TOWN OF BROOKLINE.

HEREOF FAIL NOT, and make due return of this WARRANT, with your doings thereon, to the Select Board at least FOURTEEN DAYS before the day of said meeting.

Given under our hands and the seal of the TOWN of Brookline, Massachusetts, this 15th day of December 2022.



SELECT BOARD

Fisher Hill West Uses Advisory Committee Committee Charge

Purpose

The Fisher Hill West Uses Advisory Committee (the Committee) will make land use and potential disposition recommendations to the Select Board regarding the Town-owned Fisher Hill Avenue parcels at 110, 124, 150 Fisher Avenue and 146 Hyslop Road; formerly referred to as the Newbury College West Campus (the Fisher Hill West Site).

Select Board Initial Priorities & Guidance

The Fisher Hill West Uses Advisory Committee will solicit a wide variety of permanent use ideas for the Fisher Hill West Site while recognizing the need to ensure the current temporary municipal users of the space will be able to continue their vital activities on behalf of the community.

Given the Town's current budget realities and the amount of excluded and unexcluded debt taken on for the purposes of capital improvements, the Select Board suggests the Committee prioritize focusing their study on uses that minimize municipal funding sources, instead seeking out options such as public-private partnerships, grant funding, and the Community Preservation Act.

Scope

The Committee shall:

- Review available documents about the Fisher Hill West Site to understand the legal, historical, environmental, zoning, and financial considerations associated with the site.
- Review available documents and assess the ongoing cost to the Town associated with maintaining the property in its current condition.
- Review available documents that have test-fit potential uses for the Fisher Hill West Site, including: the [October 2019 ICON "Newbury College West Campus Re-Use, Test Fit" report](#) and [cost estimates](#), as well as the [Housing Production Plan July 2022 public presentation](#).
- Develop a community engagement plan for the disposition of the site by no later than **December 31, 2023**. The plan should include the voices of community members throughout Brookline as well as Town and Public Schools of Brookline (PSB) staff.
- Interview all Department Heads of the Town and PSB to update a summary of current and anticipated municipal space needs as [documented in the Strategic Asset Plan](#), especially regarding needs that should be accommodated at this location.
- Define urban design objectives for any use such as open space, streetscape improvements, connections to Fisher Hill Reservoir Park, traffic/noise/visual impact mitigation to nearby residents, multi-modal site circulation, sustainability and climate resiliency objectives.
- Develop and evaluate options using land use evaluation criteria such as: racial equity; alignment with Town goals as documented in Town land-use planning and policy documents, reports, and studies¹; appropriateness of the use and its impact/relationship to Fisher Hill Reservoir Park and surrounding neighborhood; financial feasibility; appropriateness of a use given the acquisition cost of the property to

¹ Documents such as the Strategic Asset Plan, Major Parcel Study, Comprehensive Plan, Recreation & Open Space Plan, Urban Forestry Master Plan, Climate Action Plan, School Enrollment & Facilities Master Plans, and Housing Production Plan.

11.A.

the Town; appropriateness of a use given the unique size and location of the property; and fiscal impact to the Town and PSB.

- Develop concepts and order-of-magnitude cost estimates for some use options for municipal or school purposes as needed.
- Broadly advertise and hold at least two public forums prior to delivering its recommendations to the Select Board.
- Make recommendations over the course of a written report and oral presentation to the Select Board that shall include three to five use options for further study by no later than **December 31, 2024**. These options could include any combination of utilizing existing structures, significantly renovating some structures, new construction, open space designs; public or private uses; phased recommendations.
- Ensure that the recommendations to the Select Board also include a summary of temporary use needs and timeframes as well as a summary of maintenance and utility costs for these temporary uses.

Resources

The Department of Planning & Community Development (DPCD) will staff the Committee and has \$20,000 available in our consulting budget for this Committee's work, including architects, engineers, cost estimators, and community engagement. The Icon study three years ago cost \$16,000 and community engagement consulting would likely cost \$15,000. Therefore, Committee volunteers will need to be heavily relied on to complete the work of this Committee. Once the Committee creates a scope for community engagement, DPCD will work with the Town Administrator's office to identify potential funds for a community engagement consultant, if needed.

Outcomes

Following the Committee's recommendations, the Select Board anticipates taking the following additional actions:

- 1) The Select Board will determine how long the property will continue to be used for temporary needs, including working with the Town Administrator's Office and Public Buildings Division to adequately fund maintenance and utilities for those interim needs.
- 2) If the property is determined to be needed for municipal purposes, the Select Board will narrow the three to five recommended use options to one to three options that should be further studied for feasibility, cost estimates, and potential cost savings. The feasibility study would then be spearheaded by the potential user agency or agencies. Some of these options could include a portion of the site that could likely be deemed no longer needed for direct municipal purposes (see below).
- 3) If a portion or all of the property is no longer needed for direct municipal purposes, a Request For Proposals (RFP) will be issued for a recommended use following Town Meeting authorization.

Kate MacGillivray

From: Tony Guigli
Sent: Friday, December 16, 2022 12:22 PM
To: Devon Fields
Cc: Kate MacGillivray; Charlie Simmons; Dan Bennett; Melissa Goff; John F. Sullivan, Chief of Dept
Subject: Committee of Seven - Fire Department Projects Station #4 and #1

Good Day, please add to the agenda of the next available Select Board Meeting appointment of a Committee of Seven for Designer Selection for the Brookline Fire Department Fire Stations #4 and #1 Renovations Project. The following three individuals are the nominees for the department:

John F. Sullivan, Fire Chief
Patricia A. Cripe, FF and Local 950 Vice President
David A. Randolph, Deputy Chief

The nominees from the Building Commission: Karen Breslawski, George Cole and Nathan Peck.

The Select Board should form the committee by approving all six nominees and appointing one member of the Select Board to chair said committee.

Please call or email with questions, and/or to inform me of the date of the meeting. Thanks and have a nice weekend, all.

12.B.

EMAIL FROM TONY GUILGLI 12.16.22
COMMITTEE OF SEVEN

Good Day, please add to the agenda of the next available Select Board Meeting appointment of a Committee of Seven for Designer Selection for the Brookline Police Department Locker Room Renovations Project. The following three individuals are the nominees for the department:

Deputy Superintendent Mike Murphy
Lieutenant Derek Hayes
Sergeant Cheryl Molloy

The nominees from the Building Commission: Janet Fierman, George Cole and Nathan Peck.

The Select Board should form the committee by approving all six nominees and appointing one member of the Select Board to chair said committee.

Please call or email with questions, and/or to inform me of the date of the meeting. Thanks and have a nice weekend, all.

Online Form Submittal: Committee Reappointment Interest Form

notifications@brooklinema.gov <notifications@brooklinema.gov>

Fri 12/9/2022 6:17 PM

To: Devon Fields <dfields@brooklinema.gov>

Committee Reappointment Interest Form

Date	12/9/2022
Name	Mark
Email:	
Committee you are a member of?	Planning Board
List of accomplishments in the last 3 year	Member of Planning Board and serving as Clerk. Member of two Design Advisory Team Member of Boylston Street Corridor Study committee Co-wrote update for counterbalancing amenities for projects requiring zoning relief
Future Goals	Continue on to define how 40a section 6 interpretation can be addressed Work towards updating Brookline's Comprehensive Plan and updated zoning
Question ? Please contact the Select Board at selectboard@brooklinema.gov, 617 730-2200	

Email not displaying correctly? [View it in your browser](#)

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